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 LYCÉE FRANCAIS DE SAN FRANCISCO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

FANNY SABY,

Plaintiff,

v.

LYCÉE FRANCAIS DE SAN FRANCISCO,
 a corporation, and DOES 1 to 20, inclusive,

Defendants.

CASE NO.

**DECLARATION OF CLORIS HENRY IN
 SUPPORT OF NOTICE OF REMOVAL
 OF ACTION UNDER 28 U.S.C. § 1441(a)
 (FEDERAL QUESTION)**

State Ct. Cmplt. Filed: August 12, 2022
 Removed: September 21, 2022
 Trial Date: None Set

I, CLORIS HENRY, declare as follows:

1. I am currently employed by Lycée Francais de San Francisco (“Lycée”) in the position of Chief Operating Officer. I have held this position since August 2019. I submit this declaration in support of the Notice of Removal of Action Under 28 U.S.C. § 1441(a) (Federal Question) filed by LFSF. I have personal knowledge of the facts set forth herein, and, if called to testify in court, could and would testify competently to those facts.

2. As Chief Operating Officer for LFSF, I am the person most knowledgeable regarding personnel issues, including employment agreements and the collective bargaining agreements between Lycée and the Association of the Personnel of the Lycée Francais (“the

Association”). In my current position, I am and have been regularly called upon to review the terms of employment agreements and the collective bargaining agreement between Lycée and the Association, and am familiar with their contents and the contents of the specific documents referenced herein and attached hereto.


3. A true and correct copy of the employment agreements between Lycée and Plaintiff Fanny Saby for the 2016-2017 and 2017-2018 school years (“the Employment Agreement”) is attached hereto as **Exhibit A**. These are the employment agreements in effect during the time period September 1, 2016 to August 31, 2018.

4. The collective bargaining agreements between Lycée and the Association in effect during the time period September 1, 2016 to August 31, 2018 are “Charte Du Personnel, Personnel Charter, Effective September 1, 2015” and “Charte Du Personnel, Personnel Charter, Effective September 1, 2017.” True and correct copies of those documents are attached hereto as **Exhibit B**.

5. Pursuant to the documents referenced above, Plaintiff was subject to successive collective bargaining agreements between Lycée and the Association, including those attached hereto as Exhibit B, during her employment with Lycée.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on September 21, 2022 at San Francisco, California.


 Cloris Henry



**LYCÉE FRANÇAIS
DE SAN FRANCISCO**

Fanny SABY

Dear Fanny:

I am writing to confirm the basics terms of your employment agreement with the Lycée during the 2017-2018 school year:

POSITION: Primary Teacher. Level 1, step 21

COMMENCEMENT: Employment commences on September 1, 2016

DURATION: 3 years.

SERVICE OBLIGATIONS: 27 hours

<u>YEARLY SALARY:</u>	Base	\$ 76,821.00
	Seniority Advancement	\$ 1,500.00
	Total	\$ 78,321.00

EMPLOYEE CHARTER: The provisions of the Employee Charter between the Personnel Association and the Lycée are incorporated by reference in this Agreement and made a part of it. The Employee warrants that s/he has read the Employee Charter, understands and promises to abide by all its provisions. The Employee, if not a U.S. citizen, must comply with all U.S. immigration laws.

Executed in San Francisco, California on February 17, 2017

LYCEE

Lycée Français de San Francisco,
a nonprofit corporation

By: 

Philippe Legendre, Head of School
On behalf of Erick Moreau, President of the
Board of Directors

EMPLOYEE SIGNATURE



Date 3 / 10 / 17



LYCÉE FRANÇAIS
DE SAN FRANCISCO

Fanny SABY

Dear Fanny:

I am writing to confirm the basics terms of your employment agreement with the Lycée during the 2016-2017 school year:

POSITION: Primary Teacher. Level 1, step 20

COMMENCEMENT: Employment commences on September 1, 2016

DURATION: 3 years.

SERVICE OBLIGATIONS: 27 hours

<u>YEARLY SALARY:</u>	Base	\$ 73,049.00
	Seniority Advancement	\$ 1,500.00
	Total	\$ 74,549.00

EMPLOYEE CHARTER: The provisions of the Employee Charter between the Personnel Association and the Lycée are incorporated by reference in this Agreement and made a part of it. The Employee warrants that s/he has read the Employee Charter, understands and promises to abide by all its provisions. The Employee, if not a U.S. citizen, must comply with all U.S. immigration laws.

Executed in San Francisco, California on February 11th, 2016

LYCEE

Lycée Français de San Francisco,
a nonprofit corporation

By: _____

Philippe Legendre, Head of School
On behalf of Erick Moreau, President of the
Board of Directors

EMPLOYEE SIGNATURE

Saby

Date 03/03/2016



LYCÉE FRANÇAIS
DE SAN FRANCISCO

CHARTRE DU PERSONNEL

Personnel Charter

Effective September 1st, 2015

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Article 1. Preamble and Association Rights

PREAMBLE

1.1. Definition of Terms

This Personnel Charter ("Charter") is made between The Lycée Français de San Francisco ("Lycée"), a California non-profit corporation and the Association of the Personnel of the Lycée Français (Association La Perouse or "Association"), AFT, AFL-CIO. The Charter is the Collective Bargaining Agreement between the Lycée and the Association. Lycée recognizes the Association as the exclusive bargaining agent for all employees unless specifically excluded by the Charter.

1.2. History and Context

Founded by parents in 1967, the Lycée Français de San Francisco is a K-12 academic institution accredited by the State of California and the French Ministry of Education. The Lycée is a Lycée "conventionné" by the "Agence pour l'Enseignement Français à l'Etranger" (AEFE), an agency of the French Ministry of Foreign Affairs and the French Ministry of National Education. It belongs to a network of more than 400 Lycée Français worldwide.

1.3. Structure

The Lycée acts through a Board of Directors composed of elected parents, two elected members of the personnel, and other community leaders. Such elections should take place in June. Through an agreement with the AEFE, called the "convention," the Lycée's head of school, school directors and certain teachers are provided by and employed by the AEFE. The Head of School has the authority to make management and pedagogical decisions that are consistent with local law, the Lycée's "Convention" with the Agence pour l'Enseignement Français à l'Etranger, other Board mandates and the Lycée's mission.

1.4. Status of Association

The Association of Personnel is a registered California unincorporated nonprofit association, established in 1990, to represent exclusively the faculty and staff on matters relating to wages, benefits and other terms and conditions of employment.

ASSOCIATION RIGHTS

1.5. Authorized Representatives

Authorized representatives of the Association shall be permitted to transact official Association business concerning the enforcement and implementation of the collective bargaining agreement on the Lycée's property at reasonable times during regular working days with prior permission of the Head of School or his/her designee(s). Association representatives granted permission will not in any way disrupt the delivery of educational programs and will not interfere with unit members' production of work, or meet with them during working time (not including scheduled breaks). Such permission shall not be unreasonably withheld. Permission shall not be given to enter any classroom while class is in session.

1.6. Posting of Notices

Use of a bulletin board for posting association notices and materials shall be provided at each campus by the Lycée. The Association shall not post, nor authorize its members or those it represents to

post, any material anywhere within the work areas of Lycée's operations except as herein provided. If School buildings are materially altered or if work areas are relocated in a manner that prevents or impedes access to such bulletin board, the parties shall consult on a new location.

1.7. Space to Hold Meetings

Subject to prior arrangement, Lycée will provide an assigned room for Association meetings provided that such meetings shall not disrupt or impede educational programs or scheduled school events.

1.8. Use of School Mail

The Association shall have the right to use the School mailboxes, and other communications mediums subject to the communication policy of the School, for the dissemination of Association communications.

1.9. Right to Representation

Each teacher shall have the right to request an Association representative at any meeting with an administrator that has the purpose of disciplinary action and/or termination of the employee to the extent provided by law.

1.10. Personnel Files

The Lycée shall maintain only one official personnel file for each employee. It shall include all letters of reference, performance evaluations, memoranda and correspondence, which pertain to the employee's professional service and/or employment record. With the exception of letters of reference, written statements from teacher training institutions, colleges and universities and previous employers, employees may review, in the presence of the Director of Human Resources, or his/her designee(s), all materials in their own personnel files during normal business hours with advance notice.

1.11. Right to Information

The Employer will provide to the Association, upon request and by mutual agreement, such data as is necessary and reasonable to permit the Association to fulfill its responsibility as the collective bargaining agent of the employees covered by the Agreement.

1.12. Notice of Departure

When a member of the bargaining unit, for any reason, ceases to be employed by the Lycée, the Lycée shall notify the Association in writing.

1.13. Deduction for Association Dues

The Lycée agrees to deduct from paychecks issued to bargaining unit members who are members of the Association, the sums required by the Association as dues, fees and/or assessments and shall promptly forward to the Association electronically the monies collected. The Association shall provide the account to which the funds are to be sent. Association membership shall be verified by the employee's signature on a dues check-off form authorizing said deduction(s), which the Association shall obtain and provide a copy thereof to the Lycée. Such authorization shall remain in effect from year to year unless revoked in writing.

1.14. Process to Implement Agency Fees

The union may petition for a secret ballot election with regard to the imposition of service fees. An election petition must bear the signatures of at least 30 percent of represented employees. Once a

qualifying petition has been filed a neutral party, such as FMCS, shall be invited to administer the election. In the case that the union wins the election, the Charter shall be reopened to add any necessary implementing provisions.

1.15. Report of Fees Collected

In addition, for each pay period these deductions are made, the Lycée shall provide the association with an alphabetical listing of each employee from whose paycheck monies have been deducted and the amount of each deduction.

1.16. Indemnification Clause

The Association shall indemnify, defend, and hold the Lycée harmless from any and all claims, demands, suits, or other forms of liability arising from its compliance with this Section or the deduction of dues, fees and/or assessments as requested by the Association.

Article 2: Special Circumstances Relative to the Lycée

The hybrid nature of the Lycée as a California independent school that is "conventionné" to offer the French national educational curriculum makes the tasks of the teachers and of the administrative personnel different from those they might perform in a purely French or an American establishment.

As an independent school, the Lycée depends on at least maintaining its student enrollment. The best guarantee of continued employment, therefore, is thus the quality of the teaching provided and the various services proposed.

Beyond the service obligations of the teachers and the administrative personnel, emphasis is placed on their availability, their vitality, their rapport with the school community, and the essential role that they play in the cultural life of the Lycée. In this respect, participation in the life of the Lycée, including the preparation and supervision of various events and parties organized throughout the year is an important dimension of every employee's role within the establishment.

Finally, the personnel of the Lycée represent the institution and are considered and perceived as representatives of France in every respect, not only in terms of their savoir-faire in educational matters, but also their culture. Their acts and words are thus capable of taking on significance and of having a resonance that go beyond purely individual expression. This particular circumstance must motivate the French personnel to demonstrate openness towards and interest in the civilization and culture of the United States, their host country. It also entails a willingness on their part to participate in an intercultural dialogue in which differences are respected. Obviously, the same holds true for the American and other nationalities personnel *vis-a-vis* France. It is therefore essential that a close and thoughtful coordination exist between the teachings provided in French and in English.

Article 3: Categories and Classifications

3.1. Employment Categories

For the purposes of this Charter, employees of the Lycée are categorized as follows:

3.1.1. Regularly Employed Personnel

Regularly Employed Personnel (hereinafter called "Employees" or "Personnel") are all employees, other than Expatriates, Managers and supervisors, and on-call contingent staff excluded below, with current employment contracts from the Lycée. Personnel may be Teaching, Non-teaching or both, full time or part time. The Charter shall apply solely to this category and does not apply to the categories below.

3.1.2. Expatriates

Persons employed by the French Ministry of Foreign Affairs. The Charter does not apply to this category.

3.1.3. Managers and Supervisors

All management and supervisory positions, whether employed currently by the school or to be employed in the future, consistent with National Labor Relations Act (NLRA) Section 2 (II) and other relevant provisions of NLRA, some of which may be vacant or filled by Expatriate employees, and to which additional managerial positions may be added in the future as the need may arise. The Charter does not apply to this category.

3.1.4. On call and contingent staff

All day-to-day substitutes (teaching under 28 continuous days) or other on-call and contingent staff, including those teaching extra-curricular activities. This does not include Chartered employees who have extra duty assignments. The Charter does not apply to this category.

3.1.5. Individual Job Descriptions

Each employee shall be provided with an individual job description that specifies their job title, major duties, and responsibilities. Such descriptions will also be provided to the Association upon request. Each employee shall also be provided with documentation, which describe their normal work hours and work location.

3.2. Functional Classifications.

Teaching and Non-teaching categories of Personnel are subdivided into the following Functional Classifications. When an Employee performs functions across several classifications, his or her compensation and benefits shall be calculated pro rata to the actual hours worked in each classification.

FUNCTIONAL CLASSIFICATION TABLE: TEACHERS AND AIDS

Category Classification	Faculty Scale	Description
Teaching Personnel Secondary - S1	1	All teachers who are "agreges"
Secondary - S2	1 or 2	1 Secondary school teachers - other than those in classifications S1, AT, ES, or PE - who are "certifies," have a "doctorat 3ème cycle" degree, a Ph.D. DES, DEA, M.A., M.S.
		2 "adjoints d'enseignement," permanent CA credentials in subject taught P.E.G.C., "License," B.A. or B.S.
Primary- P	1 or 2	1 Elementary school teachers who have a CAP, vocational training certificate, CAPE, or other qualification recognized by the Head of School
		2 except those in classifications AT, ES or PE, BA + credentials
Assistant Teacher - AT	4	Preschool Assistant teachers who have an early Childhood Education Diploma (12 units) and Kindergarten Assistant Teachers
Elementary English and Specialized Teachers ES	1 or 2	English and specialized teachers at the primary level or those teaching less than 50% of their hours at the secondary level, and art and music at the primary level.
		1: PhD or Master
		2: BA + credentials
Physical Education, Secondary Art and Music Teachers - PE	1 or 2	Physical education teachers at either the primary or secondary level and art and music teachers at the secondary level.
		1: PhD or Master
		2: BA + credentials

FUNCTIONAL CLASSIFICATION TABLE: ADMINISTRATION AND SUPPORT STAFF

Category	Admin Scale	Description
Non-teaching personnel, Admin	1, 2 or 3	Including Administrative Assistants, Associates*, Receptionists with Assigned responsibilities, Bookkeeping, Registrar, Marketing/Communication assistants
		*Associate: at the moment of the promotion, the employee will be placed in the scale one at the step, at a minimum, that represents the equivalent at his salary prior to the promotion + 1 step.
Student Services	1, 2 or 3	Including school counseling services, librarian, Dean, and Assistant Deans
Support Staff	4	Secondary school monitors, Playground supervisors, drop-off/pick-up, daycare, lunchroom monitors
IT	3	Information technology assistance
Maintenance	4	Repair, cleaning and other maintenance of school properties
Clerical	4 or hourly	Non-skilled administrative support staff: filing clerks, light administrative duties
		4: if permanent position
		Hourly: if temporary assignment

Article 4. Employment Hours**4.1. Full Time Status**

Each employee must be under contract to work the number of weekly hours listed below to be considered a full time employee. When an employee performs functions in more than one classification, the hours that he or she works in each classification shall be divided by the hours for full time status in that same classification and summed to determine the employee's overall status as a full time or part time employee.

HOURS WORKED FOR FULL TIME STATUS BY FUNCTIONAL CLASSIFICATION:

Classification	Scheduled hrs/wk	Notes
Secondary S1	15	(4.1.1) (4.1.4)
Secondary S2	18	(4.1.1) (4.1.4)
Primary P	27	(4.1.2) (4.1.4)
Assistant Teachers - AT	32.5	(4.1.4)
English and Specialized Teachers - ES	21	(4.1.3) (4.1.4)
Physical Education, Secondary Art & Music Teachers - PE	20	(4.1.3) (4.1.4)
Administration	35	(4.1.5)
Student Services	31	
Secondary School monitors	31	
Support Staff	32.5	(4.1.5)
IT	40	
Maintenance	40	

4.1.1. Teaching vs. Other Duties

Hours are for classroom teaching time except as permitted in Section 4.2 below. Every work-hour not consisting of actual teaching (e.g. monitoring, library, administrative work, etc...) shall be counted as equivalent to one half-hour of teaching.

4.1.2. Meetings included

Hours are for classroom teaching time and one hour of meeting for teacher councils and cycles meeting, except as permitted in Section 4.2 below. Hours may also include a maximum of one hour per week of collaborative work including, but not limited to, drop-off and pick-up and monitoring recess.

4.1.3. Other duties

Hours are for classroom teaching time except as permitted in Section 4.2 below and maximum of one hour per week of monitoring duties based on school's needs. For secondary school teachers, every work-hour not consisting of actual teaching (e.g. monitoring, library, administrative work, etc...) shall be counted as equivalent to one half-hour of teaching.

4.1.4. Pre and Post School Year Schedule

In addition to teaching hours, all Teaching personnel shall work an additional three workdays preceding the first day of class and one workday after the last day of class. All teachers in charge of exams shall remain on duty after the last day of school until the end of the exam period.

4.1.5. Option for Additional Hours

Support and administrative staff may elect, with the approval of management, to work additional hours beyond their scheduled hours described in the table above. Such additional hours shall be voluntary only. Compensation for such additional hours will be paid at a straight time rate up to forty (40) hours.

4.2. Substitution of teaching hours for non-teaching activities.

Teaching hours listed above may be used for certain non-teaching activities as listed below:

4.2.1. Homeroom Teachers

Homeroom teachers are credited 1/2 hours per week.

4.2.2. Department Heads

Department heads when the department consists of at least 3 full-time equivalent teachers are credited one hour per week per group of 3 full time equivalent teachers.

4.2.3. Coaching and Extra Curricular Sports

Full time physical education teachers are credited three hours per week for coaching and organizing mandatory extracurricular sports.

4.3. Additional service terms and obligations

4.3.1. Enforcement of internal regulations

All employees shall participate in enforcing the Lycée's internal rules and regulations. In general, employees shall monitor the behavior of the students while on school property and in the immediate vicinity and immediately report to the administration any observed deficiencies in the cleanliness and maintenance of the classrooms and buildings.

4.3.2. Supplemental services

All Teaching Personnel are expected to provide the following services without additional compensation.

4.3.2.1. Extra Meetings

Whenever their presence is appropriate, prepare for and participate in class councils, orientation sessions, disciplinary hearings and pedagogical meetings as organized from time to time.

4.3.2.2. Time with Parents

Participate in regularly organized parent-teacher meetings, arrange to see parents who request appointments, and do everything reasonably required to maintain a positive relationship with students and their families.

4.3.2.3. Class Preparation

Prepare lessons and class work, grade homework and tests, and all work normally associated with course preparation as is consistent with the Employee's job description and schedule that is determined by the requirements of their job classification.

4.3.3. Additional services

Teachers will be compensated for Excess Time for the following services with prior authorization from the Head of school as stipulated in 5.3.1:

4.3.3.1. Teachers working in primary and secondary

Teachers working at both the primary and secondary schools shall be compensated for one extra hour per month for attending additional meetings.

4.3.3.2. Compensation for parent-teacher meetings

Primary Teachers shall be compensated with one workday per year for parent-teacher meetings.

4.3.3.3. Compensation for Primary English Teachers

Primary school level English teachers shall be compensated with one half work day per year per class taught for parent / teacher meetings.

4.3.3.4. Compensation for French Standardized testing

Primary School Teachers shall be compensated with one work day to correct and prepare the National French evaluation tests.

4.3.3.5. Compensation for Substitute Teaching

Employees providing substitute teaching services shall be compensated at the hourly rate in the attached Schedule of Rates for Extra Activities or his/her hourly rate as calculated in 5.4.1, whichever hourly rate is greater. Substitute teaching services in excess of the full time weekly hours for the Employee's functional classification shall be compensated as overtime.

4.3.4. Services on multiple campuses

Teachers working on the Marin campus and either San Francisco campus during the same day are entitled to additional compensation equal to ½ hour per week. Mileage for travel between any campus using the Employee's own car and required for the Employee to perform his or her job function shall be reimbursed as the actual miles driven X the current reimbursement rate published by the US General Services Administration (GSA). Bridge tolls shall be reimbursed at their actual cost paid

4.3.5. Extracurricular activities

All Teaching Personnel are expected to participate in extracurricular activities and study halls according to his or her skills and tastes. Teachers providing services for extracurricular

activities, day camps, study halls, and paid class presentations ("interventions") shall be paid at the rates in a Schedule of Rates for Extra Activities provided by the Lycée in lieu of their normal salary. Hours worked on such extracurricular activities shall not be included in any calculation of whether an employee is full time, entitled to Overtime, additional benefits, vacation, or leave.

4.3.6. Professional Development

The Lycée Français de San Francisco considers the quality of its workforce as the single most important factor in the success of its students' education. As a learning organization, it fosters employee development and encourages trust and collaboration between all staff members.

4.3.6.1. General Professional Development Policy and Practice

Throughout employment, the school makes available to all employees on an equitable basis whatever resources it can provide for professional growth and development, both inside and outside the school. Each year, training courses, conferences or other opportunities to learn are offered based on criteria established by the Head of School that are respectful of the Employee's professional knowledge and decision-making capability. A list indicating the training sessions and the employees concerned is communicated to the personnel. The objective of this process is to ensure that employees stay abreast of current developments in their field and are given the tools to uphold the highest standards consistent with their professional goals and responsibilities.

4.3.6.2. Provision for training for ECE units

When Preschool Assistant Teachers do not have the necessary training in early education to perform their assigned duties, the Lycée will take responsibility for the costs of courses leading to this American diploma.

Article 5. Compensation

5.1. Salary Scale

The full time gross salaries or pro rata part time gross salaries of all Personnel shall be based on the schedule of gross annual salaries in the attached Salary Scale and subject to the conditions below. Effective September 1, 2015 all salaries shall be increased by 5%.

5.1.1. Salary Placement by Functional Classification

Each employee's salary in the Salary Scale shall be determined by his or her functional classification (or the weighted average of several classifications), experience working in the same functional classification in equivalent academic establishment (for Teaching Personnel), and full time equivalent years working at the Lycée as determined at time of hiring by the Lycée.

5.1.2. Deviation from Scale

An employee's salary may deviate from the Salary Scale only with the mutual agreement of the Lycée and the Association.

5.1.3. Seniority Steps

Each category of the Salary Scale includes 33 seniority steps ("echelons") that increase an Employee's salary based on years of employment. Teaching Personnel arriving from France or another Lycée start in the same seniority step as they held in their previous position as of the date of employment with the Lycée. All Employees advance one seniority step for each school year they are employed.

5.1.4. Placement on Salary Scale

Non-teaching Employees in their first year of employment are placed on the first seniority step or the step best corresponding to any previous similar employment. Teaching personnel in their first year of employment are placed on a step corresponding to each year of full-time employment in a similar teaching position at an equivalent academic institution. Previous part-time employment equal or greater than $\frac{1}{2}$ time based on the Employee's classification shall be credited as one year of seniority for each two years of previous part-time employment. For employees currently employed and changing category, the salary is determined according to the institutional seniority if the individual does not have any experience outside the Lycée. 50% of institutional length of service will be taken to define the salary in the new category.

5.1.5. Seniority Advancement

Employees who have completed 24 months of employment at a minimum of $\frac{1}{2}$ of the full time hours for their classification shall receive a Seniority Advancement (previously called, "Seniority Bonus") in addition to their salary indicated in the Salary Scale beginning their 25th month of employment and each year thereafter as indicated in the Salary Scale. Eligible part time Employees shall be paid this Seniority Advancement pro rata to their hours worked as defined herein. Employees who were employed by the Lycée before February 28, 2001 shall continue to receive the same annual Seniority Advancement that was added to their salary on February 28, 2009. If the individual has two contracts with tenure in the position, he/she receives the seniority bonus identifying the institutional seniority. If an individual has two different contracts that cumulatively represents at least 50% of full time, hours are summed to determine the employee's overall hours status and the seniority bonus is granted to recognize the institutional seniority.

5.2. Compensation for special assignments

Employees who provide services or special contributions to the school listed in the attached schedule of services shall be paid a bonus for the successful completion of the service equal to the amount indicated in the attached schedule of services.

5.3. Frequency and terms of compensation

Salaries, less government mandated or employee authorized withholdings, are paid in twelfths on the last workday of each month by check or direct deposit. A virtual or physical pay-slip shall accompany each monthly check or direct deposit.

5.4. Overtime

Employees shall be paid overtime wages as described herein. Employees who voluntarily elect to work additional hours as provided in section 4.1.5 shall not be eligible for overtime as described herein until they have worked forty (40) hours in a week. Weekly hours worked with the approval of the Head of school or the Employee's supervisor in excess of the full time weekly

hours for the Employee's functional classification shall be considered Overtime and paid on an hourly basis *prorata* to the employee's gross annual salary, calculated as follows:

OVERTIME RATES

Classification	Short term contract	Long term contract	Temporary
Teaching Personnel	1.25 x Hourly Rate defined below		As noted in contract
Non-teaching Personnel	1.5 x Hourly Rate defined below		

5.4.1. Calculation of Hourly Rate

Hourly Rate = Gross annual salary for a full time position in the employee's classification and step in the salary scale, divided by 52, divided by the number of full-time working hours for that category from Section 4.1

5.4.2. Employees working under more than one functional classification

If an Employee works in more than one functional classification, his or her gross annual salary shall be the current salary and the number of full-time working hours shall be the weighted average of all classifications that correspond to his or her salary.

5.5. Compensation of Part-Time Employees

Employees working less than full time are paid based on their contracted hours + Excess Time actually worked as follows:

5.5.1. Basis of Calculation for Gross Annual Salary

Gross annual salary for a full time position in the employee's classification and step in the salary scale divided by the number of full-time working hours for that category from Section 4.1 x the weekly hours actually worked.

5.5.2. Employees working under more than one functional classification

If an employee works in more than one functional classification, his or her gross annual salary shall be the current salary and the number of full-time working hours shall be the weighted average of all classifications that correspond to his or her salary.

5.5.3. Excess Time

Weekly hours worked with the approval of the Head of school or the Employee's supervisor in excess of the Employee's contracted hours but less than the full time weekly hours for the Employee's functional classification shall be considered Excess Time.

5.5.3.1. Conversion of Excess Time to Regular Duty

If an employee earns Excess Time for the same task for more than one month, his/her employment contract will be changed to integrate the Excess Time into his/her employment contract. The contract can be changed again to remove the Excess Time hours when they are no longer required. Excess Time is paid on an hourly basis pro rata

to the employee's gross annual salary, calculated as follows: Excess Time hourly rate = Gross annual salary for a full time position in the employee's classification and step in the salary scale, divided by 52, divided by the number of full-time working hours for that category from Section 4.1.

Article 6. Leaves of Absence and Vacation

6.1. Holidays.

All Employees receive the following 10 days as paid time off for holidays:

HOLIDAYS:

Labor Day
Thanksgiving
Christmas Day
New Years Day
Martin Luther King Birthday
Presidents Day
Memorial Day
Independence Day
Two floating holidays to be determined by the school council (CE)

6.2. Vacation

Employees that are recruited during the course of the year or leave during the course of the year are entitled to vacation on a prorated basis with respect to the duration of their service.

6.2.1. Teaching Personnel

Teaching Personnel are entitled to vacation during all school breaks as established each year by the Lycée school calendar, taking into account the holidays in Section 6.1, and in compliance with local laws.

6.2.2. Student Services, Secondary School Monitors and Support Staff

Student Services, Secondary School Monitors and Support Staff remain on duty during the summer until 5 working days after the end of class until the end of the exam period and return 5 working days before the first day of class. They are entitled to take other school breaks

6.2.3. Non-teaching Personnel

The calendar for vacation-time duties is established every year by the Head of school, and shall be based on the needs of each department as determined by the Director of the department taking into account the requests of the personnel. However, one week of vacation shall be taken during the school closure that occurs during the winter break.

6.2.3.1. Administrative Personnel hired Before July 1, 2015

Administrative Personnel hired before July 1, 2015, who have held a position for less than 2 years are entitled to seven (7) weeks of vacation taken pursuant to 6.2.3 above.

Administrative Personnel hired before July 1, 2015 who have held a position for 2 years or longer are entitled to nine (9) weeks of vacation taken pursuant to 6.2.3 above

6.2.3.2. IT and Maintenance Personnel and Administrative Personnel hired after July 1, 2015

IT and maintenance personnel and administrative personnel hired following ratification of this agreement, shall be entitled to vacation as provided below taken pursuant to 6.2.3 above

WEEKS OF ANNUAL VACATION ACCRUAL

Upon completion of years of service	Weeks of Annual Vacation Accrual
0-2	3
3-5	4
6-9	5
10-14	6
15-19	7
20-24	8
25+	9

6.2.3.3. Vacation Bank

IT, maintenance and administrative beginning July 1, 2015 may accumulate up to six (6) weeks of vacation. There shall be no vacation bank for administrative staff hired before July 1, 2015.

6.3. Medical Leaves of Absence (Sick Days)

The Lycée complies with the Family and Medical Leave Act of 1993 and the California Family Rights Act.

6.3.1. Accrual of Paid Sick Days

Employees accrue paid days that can be used for medical leave monthly according to their status and contract as follows.

ACCRUAL OF PAID SICK DAYS

Classification: Employees with less than two years of service.	Employees with more than two years of service.	Temporary
0.75 days per month capped at maximum 18 days (see exceptions below)	1 days per month capped at maximum 30 days (see exceptions below)	As noted in contract

6.3.2. Medical Leave Days

Three medical leave days per year can be used for personal, non-medical, purposes. Personal days shall be approved in advance by the HOS or designee whenever possible.

6.3.3. Medical Leave for Part-Time Employees

Part time Employees accrue medical leave according to the schedule above X the contracted weekly hours divided by number of full-time working hours for the Employee's classification.

6.3.4. Employee's Salary during Medical Leave

If a portion of the Employee's salary during a Medical leave is paid by the disability insurance provider, the Lycée will only pay the Employee his or her salary less any compensation paid, up to the maximum amount of the medical leave available to the Employee pursuant to this section 6.3, after the Employee has received his/her disability payments.

6.3.5. Medical Certificates

A medical certificate is required for leaves exceeding two working days. A second medical opinion can be requested by the Lycée for leaves exceeding two working days.

6.4. Bereavement Leave

In the event of the death of a member of his/her immediate family member (as defined by FMLA) employees shall receive days off without loss of pay. Employees may receive up to three (3) days for domestic occurrences, and five (5) days for all other occurrences. Up to two (2) additional days of personal leave may be used in addition to bereavement leave.

6.5. Pregnancy Related Disability and Family Leaves

The Lycée complies with the California Family and Medical Leave Act of 1993 and the California Family Rights Act. In case of a Pregnancy Related disability, after having filled out the necessary forms, the Employee receives the allowances paid by the Disability insurance, the paid Family Leave insurance and other allowances. The Pregnancy Related disability corresponds to the date recorded on the medical certificate, without taking into account vacation time and holidays. Adoption leave corresponds to the date recorded on the adoption certificate, without taking into account vacation time and holidays and only applies to one employee parent. In instances where both parents are employees, and one qualifies for CFMLA as described above, the other employee parent may request up to six (6) weeks of unpaid leave for the purpose of caring for and bonding with the newborn or adopted child.

6.5.1. Complementary Allowances for employees less than 2 years

The Lycée pays Employees who have been employed for less than 2 years the complementary allowances maintaining their total salary for 6 weeks.

6.5.2. Complementary Allowances for employees more than 2 years

The Lycée pays Employees who have been employed for 2 years or longer complementary allowances maintaining their total salary for 12 weeks.

6.5.3. Partner Absence for Birth/Adoption

The partner is entitled to a leave of absence of 3 workdays to be counted from the date of birth or adoption of his/her child.

6.6. Exceptional absences.

An unpaid leave of absence can be granted on an exceptional basis by the Head of school (family reasons, examinations...). A written request must be submitted to him or her at the earliest possible time.

6.7. Unpaid leave of absence.

After seven years of full-time or full-time equivalent service, the Head of school can grant personnel who so desire a one year unpaid leave of absence for complementary training, professional development, or for personal reasons. In this case, the position is not vacated; it is filled by a substitute. According to the interest that the Lycée has in the project, following a recommendation from the Head of School and subject to approval by the Board of Directors, and provided that the interested party actually resumes his or her services in the school, an allowance may be paid to the interested party as compensation for his or her professional development.

6.8. Catastrophic Leave

Employees may transfer unused medical leave to another employee who has been medically certified to be suffering from a catastrophic illness (e.g. AIDS, cancer). Employees may not donate more than one half of their existing medical leave balances.

Article 7. Employee Benefits

The Personnel are entitled to employee benefits. For Personnel working part time, the employee benefits are calculated on a prorated basis with respect to the hours actually worked compared to the maximum working hours of that employee's category. Employee benefits consist of the following:

7.1. Insurance

7.1.1. Medical

Participation in the medical plan(s) proposed by the Lycée if working more than the minimum hours required by the plan provider.

7.1.2. Dental

Participation in the dental plan(s) proposed by the Lycée if working more than the minimum hours required by the plan provider.

7.1.3. Continuity of insurance

After permanent departure from the Lycée, and in conformity with the COBRA law, the employee can continue to belong to the medical plan and the dental plan of the school for a period of 18 months or as stipulated by COBRA, provided that he or she pays the Lycée the cost of this coverage.

7.1.4. Nonparticipation in medical or dental plans of the Lycée

If the Employee does not wish to be covered by a medical or dental plan proposed by the Lycée, or does not meet the minimum hours required for coverage by the plan provider, he or she is entitled, upon presentation of an invoice from his/her insurance carrier, to a reimbursement of his/her

premium up to the maximum premium amount charged by the Lycée's insurance provider for the same Employee, calculated on a prorated basis of the hours actually worked.

7.2. Retirement plan

7.2.1. Retirement Contributions for Local Employees

The Employee can, if he or she so desires, participate in the retirement plan offered by the school. The Lycée's contribution matches the employee's up to 5% after 2 years of seniority, 7% after 5 years, and 10% after 10 years.

7.2.2. Retirement Contributions for Detaches

After two years of employment, employees "Detaches" who contribute voluntarily to the French Civil Servant pension, may opt to participate or not in the retirement plan offered by the Lycée. If they do not opt to participate in the Lycée's plan and still continue contributing to the French Civil Servant plan, the Lycée will pay the Employee an amount equivalent to 75% of the Employee's contribution to the French Civil Servant pension. Detaches will have a one-time choice to avail themselves of this benefit in the year following the end of their 24 months in the Lycée.

7.3. Long-Term sick leaves

Affiliation with a "Long term Disability" plan proposed by the Lycée if working more than the minimum hours required by the plan provider

7.4. Tuition Remission

7.4.1. Entrance Fee and Tuition

If they so desire, the Personnel are entitled to a remission of the entrance fee and tuition costs for their child (children). The remission of the tuition costs and of the entrance fee is 80%, and 100% if he or *she has held a* position for 10 years.

7.4.2. Study Hall and Daycare

Study hall and daycare, if offered by the Lycée, is offered at no cost to the Employee's children who are currently enrolled at the Lycée while the Employee is on duty.

7.4.3. Camps

If a vacation camp is organized by the Lycée, the Personnel in service can register their children in it at no cost.

7.4.4. Tuition Remission Study

Lycée and the Association will jointly construct an anonymous survey to obtain any data necessary to assess financial need. Completion of the anonymous survey will be required of all employees currently receiving tuition remission.

7.4.5. Exclusions

Households with both an expat and a charter employee will not qualify for tuition remission. Households where one non-employee spouse is eligible for tuition for children through their employment will not be eligible for LFSF tuition remission. The impact of this requirement is not intended to cause an increase in the tuition cost required of staff currently receiving tuition remission above what they would receive if they were not eligible for other tuition sources.

Article 8. Employment Contracts

8.1. General Provisions

8.1.1. Hiring Process

The Employees of the Lycée are recruited by the Head of school after a review of the candidate's record and an interview, if possible.

8.1.2. Legal Costs

All fees and legal costs for temporary work visas as required to work at the Lycée are paid directly by the Lycée. Employees who resign before expiration of their visa paid by the Lycée must reimburse the Lycée for the cost of obtaining the visa on a prorated basis according to the time remaining until the visa's expiration.

8.1.3. Communicating Open Positions

The Lycée will bring all created, vacant, or potentially vacant, positions to the attention of the Personnel by means of posters and faculty and staff emails, together with a description of the nature of the position, the work conditions and the status.

8.1.4. Class Closures

If a class is closed, the teacher of that class will be given priority over other candidates for any similar available position offered by the Lycée, and for which he/she is qualified.

8.1.5. Change of Campus

In case of a request for a change of campus, priority will be given based on seniority in the school, not by campus, provided that the position is vacant.

8.1.6. Notice of Resignation

Employees are required to give at least six weeks advance notice of resignation.

8.2. Contract Offer

Before any employment contract can be offered, the Lycée must receive completed and approved documents as may be required by law. Subject to having received these documents, every person scheduled to work for the Lycée in excess of three hours per week (except as stipulated in 8.2.1 below) while school is in session shall receive an employment contract offer from the Lycée following time periods:

CONTRACT OFFER TIMETABLE

Classification and status	Receipt of initial contract
All classifications of Teaching Personnel	Offer letter on the first day of employment; contract within 15 working days
All classifications of substitute Teaching Personnel	Following 28 calendar days of continuous employment
All classifications of Non-teaching Personnel regularly scheduled to work more than three hours per week.	Following 90 calendar days of continuous employment

8.2.1. Reduction of Hours for Part-Time Employees

Part time employees with existing contracts, whose scheduled work hours are subsequently reduced to fewer than 3 hours per week, shall remain under contract.

8.3. Contract Form and Content

All contracts shall commence on September 1 or other date if Employee is hired during the school year and end on August 31 unless otherwise stipulated in a Temporary contract. The contract start date for Employees in their first year of employment that do not have the status of "detaché direct" shall be the first day that they report to work.

8.3.1. Reference to Charter

Contracts shall reference the Charter as their governing document for conditions of employment as well as state the employee's title(s), job description(s), compensation, status as full or part time, and hours scheduled to work per week if part time.

8.3.2. Form of Contract

The form of the contracts may be modified from time to time by the Lycée as may become necessary by changes in relevant law, regulations or school practices. No changes to the form of the contracts shall be made without the consent of the Association, which shall not unreasonably withhold its agreement to changes required to comply with law or intended to add clarity.

8.3.3. Signature

The Board President on behalf of the Lycée signs contracts. However, the Head of school pursuant to this Charter administers them.

8.4. Contract Types and Restrictions

Employment contracts shall have durations of one year or three year, or less if the Employee is hired during the school year, or a fixed duration, and it automatically renews or terminates according to the following restrictions.

8.4.1. Probationary period

For all non-teaching positions, the first 90-days of the first year contract will be considered probationary

CONTRACT DURATION TABLE

Contract Duration	Use Restrictions	Renewal/termination
Temporary (a specific term is defined in the contract)	Only for Employees providing services with a known, or reasonably assumed to be limited, duration, including, but not limited to, substitute teachers, teachers offering short duration programs in SAT prep, English or French as Second Languages, U.S. Math, art, music and foreign languages, clerical staff for data entry projects and support staff. Multiple temporary contracts cannot be given to the same employee as a means to avoid a Short or Long term contract.	Expires automatically upon date stipulated in the contract. There is no obligation for renewal or conversion to another type of contract.
First Year Short Term contract (12 months or fewer if Employee hired during the school year)	Offered during the Employee's first year of employment or following expiration of a Temporary contract.	Renews automatically after first year unless notice of a non-renewal is given pursuant to Session 8.5. Cannot be renewed more than one time:
Second Year Short Term contract	Offered during the Employee's second year of employment following expiration of First Year Short term contract and indefinitely for IT and Maintenance Employees.	Renews automatically for Admin, IT and Maintenance Employees and leads to an offer of a three year contract for all other Employees unless notice of non-renewal is given pursuant to Section 8.5.
Long Term (36 months or fewer if Employee hired during the school year)	Must be offered to all Employees except IT/Maintenance personnel beginning their third year of continuous employment and for as long as they remain continuously employed by the Lycée.	Renews automatically for periods of three years unless notice of a non-renewal is given pursuant to Section 8.5. Can be renewed indefinitely.

8.5. Contract Renewal. Non-renewal or Modification

Before the close of the last business day of February, the Lycée shall give to each Employee in the final year of his or her contract a notification of the Lycée's intent to renew, not re-new, or modify his or her current contract, or offer a new contract. The Employee shall accept the contract or modification by returning a signed copy to the Head of school by March 15 (to align

with French detachment protocol) or the proposed contract shall be considered refused by the Employee and void.

8.5.1. Letter or Intent to Continue Relationship

Employees entering year two or three of a three-year contract term will receive a letter of intent to continue relationship before the close of the last business day of February to be returned duly signed on or before March 15.

8.5.2. Modifications to Current Contracts

The following modifications can be made to a current contract without changing any other condition except that which is modified.

8.5.2.1. Change of Hours for Part-Time Employees

Add or subtract up to three hours to or from the weekly work-load included in the first Long Term contract of any part time Employee.

8.5.2.2. Change of Class

Change the class or teaching assignment in whole or in part.

8.5.2.3. Change of Job Description

Change in job description to a similar position for Non-teaching personnel.

8.5.2.4. Class Closures

If a class is closed or service eliminated, class or service assignment changes will be discussed in the "*conseil des maitres*". If no other similar class or service is available, the Administration can offer a Teacher an assignment in a different job classification with his or her same salary step and the salary category associated with that proposed job. In case of a dispute between two Teachers over the new assignment, the Teacher with greater seniority will be given priority over the Teacher with less total seniority at the Lycée.

8.5.2.5. Priority given on reinstatement

When the closed classes or eliminated services are reinstated by the Lycée, the reassigned employed shall be offered the first priority to return to his/her last position with the same level of compensation and seniority

8.5.3. Automatic Renewal

If the Lycée does not give notification of non-renewal before the last business day of February to an Employee with a First Year Short Term contract or the third year of a Long Term contract, the contract shall automatically renew for one year or three years respectively.

8.5.4. Notice of Non-Renewal

A notice of non-renewal of Long Term contract must be preceded by at least one warning meeting with the Head of school at which the employee shall be given written notice of the reasons, documented through evaluations in case non-renewal is due to performance problems, which may result in the non-renewal of his or her contract or the notice of non-renewal shall be invalid, and a new or renewed Long Term contract shall be offered to the Employee.

8.5.5. Modifications

Any contract can also be modified pursuant to 8.5.2 during its term with the mutual agreement of the Lycée and the Employee.

8.6. Performance Evaluations

Employees are expected to demonstrate a high level of professional competence and to conduct themselves in every respect so as to convey the best possible image of the Lycée. These factors are considered in the Employee's evaluation. They are expected to perform all of the obligations and standard of care required of their function. During the term of this agreement the parties shall form a committee to review the current evaluation process.

8.6.1. First Year of Employment

In the first year of employment, a debriefing meeting is held by the employee's supervisor before the end of the first trimester and followed by regular individual or group meetings as needed until the end of the first year to ensure that faculty and staff members new to the school receive orientation and support sufficient for them to work efficiently and with confidence that they are carrying out the educational mission, policies, and procedures of the school. When necessary, goals for improvement are developed mutually by the employee and supervisor.

8.6.1.1. Second Year

During the second year of employment, a formal evaluation will be conducted during the first trimester second evaluation followed by regular or group meetings as needed.

8.6.2. Support of Employees to Avoid Termination

If the future employment of an Employee with a Long Term contract or in the second year of a Short Term contract is in question, the supervisor devotes sufficient attention and resources to ensure that the situation is resolved or that the faculty member's departure from the school is handled with attention to due process and the dignity of the individual.

8.6.3. Rate of Formal Evaluations

All Teaching personnel with Long term contracts shall receive at least one formal evaluation every two years by the Head of school and/or the Employee's supervisor, and all Non-teaching personnel should receive one formal evaluation every year by his or her supervisor. The evaluation criteria may vary according to the Employee's function, and is to conform to the evaluation sheets agreed to by the administration and the Association, but shall be consistent with their job description. The Head of school and/or supervisor preparing the evaluation shall meet with the Employee to discuss its findings and provide a written copy to be signed by the Employee for the sole purpose of acknowledging receipt.

8.6.4. Inspections for French Civil Servants

Employees who are French civil servants are also subject to inspections by the French Ministry of National Education and are graded according to criteria established by the Ministry. They are required to respect the hierarchy in all of their dealings with this Ministry, i.e. the Directors, the Deputy Head of School, the Head of school, the Cultural Attaché to San Francisco, the Cultural Council for to the United States, the Agency for French Education Abroad (AEFE), and the French Ministry of National Education.

8.6.5. Volunteer Peer Observation

Employees may request to have a volunteer peer observe the evaluation meeting.

8.7. Employee Files.

The Lycée shall maintain a file for each Employee containing all Employee evaluations and - for French civil servants - inspection reports or other evaluations prepared by the French Ministry of National Education prepared during the employee's tenure with the Lycée, as well as any other document that the Head of school deems relevant to the evaluation of the Employee

8.7.1. Notification to Association of Adverse Actions

The Lycée shall notify the Employee, with a copy of such notification sent to the Association, within 10 business days of placing any item of an adverse nature into their file, or the document that was added or removed from the file cannot be used by the Lycée as a cause for non-renewal of a Long Term contract. The Employee can sign the document for the sole purpose of verifying that it has been brought to his or her attention.

8.7.2. Right to Review File

The Employee at any mutually agreed upon time during normal business hours can review his or her entire file except those portions that may be excluded by law. Upon a 24h request, the Lycée shall provide to the Employee a photocopy of any element in the file, except those elements that may be excluded by law.

8.7.3. Right to Annotate Documents

The Employee can annotate any document on a separate paper with his or her comments and these annotations shall be maintained with the file.

8.8. Termination or Suspension of Contract

8.8.1. Right to Terminate

Upon the recommendation of the Head of school to the President of the Board of Directors, after consultation with the elected representatives of the personnel, the Lycée can terminate or suspend a current contract for reasons of serious professional misconduct or infringement of the law.

8.8.2. Written Notice of Termination to Employee

The Head of school is to inform the employee of his or her termination or suspension by written notice, specifying the date on which it takes effect and the reasons, which motivated the decision. In the case of suspension, the notice will include measures required to re-instate the contract.

8.9. Arbitration in Case of Disputes.

In case of a dispute regarding the meaning, interpretation or application of the provisions contained in the employment contract and in this Charter, everything will be done to bring about an expeditious and amicable resolution.

8.9.1. Recourse to Head of School

As a first step, the Head of school is in charge of resolving the dispute with the interested party, who can be accompanied by the representatives of the personnel and one other person of his/her choice, who is a member of the Lycee's personnel

8.9.2. Recourse to President

If this procedure is not successful, the President is to render a decision after having received the recommendation of an advisory committee composed of the Head of school, another member of the Board of Directors to be chosen by the President, the Employee and the representatives of the personnel. If the dispute persists, arbitration is mandatory pursuant to the rules of the "California State Mediation and Conciliation Service," whose jurisdiction will be exclusive and whose decision will be final.

Article 9. Annual Discussions

9.1. Delegates for Personnel

The Personnel shall elect three delegates responsible for representing them in the negotiation of any modification of the overall compensation for the following year. This election shall take place in September.

9.2. Schedule for Negotiations

The negotiations are to take place according to a schedule jointly decided upon and which, to the fullest extent possible, should allow for an agreement to be reached before the Board of Directors renders a final decision by the end of February.

9.3. Meetings with Head of School

Regardless of these annual discussions, the representatives of the Employees and the delegates can request to meet with the Head of school during the school year to discuss any question relating to the personnel.

9.4. Designation of Representative when School is not in Session

In the spring of each year, each party will designate a representative to address personnel issues that may arise when school is not in session.

Article 10. Date Of Application And Future Revisions

10.1. Term

This charter is applicable on September 1st, 2015 for all personnel whose contracts begin on that date, and it is applicable on the date of renewal of current contracts.

10.2. Revisions

The Charter may be revised, in the context of a bilateral agreement between the Association and the Board using the same delegate structure as section 9.1.

APPENDIX 1: 2015-2016 FACULTY SALARY SCALE

GRILLE DES SALAIRES 2015-2016/2015-2016 SALARY SCALE

Echelons France	Steps	Agrégés Certifiés Prof Ecoles PHD / MA	QE-PEGC Licence Instituteurs BA/BS	Assistants Techniciens	Assist Maternel. Teacher's Assistants
		Grille 1	Grille 2	Grille 3	Grille 4
1	1	\$51,782	\$49,326	\$47,572	\$43,775
	2	\$53,008	\$50,369	\$48,387	\$44,462
2	3	\$54,235	\$51,411	\$49,202	\$45,150
	4	\$55,462	\$52,454	\$50,230	\$45,837
3	5	\$56,690	\$53,496	\$51,258	\$46,523
	6	\$57,917	\$54,541	\$52,178	\$47,210
4	7	\$59,142	\$55,585	\$53,096	\$47,896
	8	\$60,370	\$56,627	\$54,017	\$48,581
5	9	\$61,596	\$57,669	\$54,937	\$49,267
	10	\$62,824	\$58,713	\$55,857	\$49,816
6	11	\$64,052	\$59,757	\$56,779	\$50,364
	12	\$65,276	\$60,800	\$57,696	\$51,050
7	13	\$66,503	\$61,843	\$58,615	\$51,737
	14	\$67,731	\$62,886	\$59,535	\$52,424
8	15	\$68,960	\$63,930	\$60,455	\$53,111
	16	\$69,778	\$64,624	\$61,070	\$53,568
	17	\$70,597	\$65,319	\$61,683	\$54,026
9	18	\$71,415	\$66,014	\$62,298	\$54,482
	19	\$72,232	\$66,711	\$62,912	\$54,934
	20	\$73,049	\$67,408	\$63,525	\$55,384
10	21	\$73,866	\$68,104	\$64,139	\$55,835
	22	\$74,685	\$68,798	\$64,754	\$56,293
	23	\$75,503	\$69,492	\$65,367	\$56,750
11	24	\$76,322	\$70,186	\$65,981	\$57,209
	25	\$76,988	\$70,853	\$66,647	\$57,876
	26	\$77,654	\$71,520	\$67,312	\$58,542
12	27	\$78,318	\$72,186	\$67,979	\$59,207
	28	\$78,893	\$72,764	\$68,561	\$59,744
	29	\$79,468	\$73,341	\$69,145	\$60,279
13	30	\$80,043	\$73,919	\$69,727	\$60,815
	31	\$80,577	\$74,462	\$70,280	\$61,325
	32	\$81,110	\$75,004	\$70,831	\$61,837
14	33	\$81,645	\$75,546	\$71,384	\$62,347
PRIME D'ANCIENNETE/SENIORITY ADVANCEMENT: \$1,500					

APPENDIX 1: 2015-2016 ADMINISTRATIVE SALARY SCALE

GRILLE DES SALAIRES ADMINISTRATIVE 2015-2016

2015-2016 ADMINISTRATIVE SALARY SCALE

Echelons France	Steps				
		Grille 1	Grille 2	Grille 3	Grille 4
1	1	\$51,782	\$49,326	\$47,572	\$43,775
	2	\$53,008	\$50,369	\$48,387	\$44,462
2	3	\$54,235	\$51,411	\$49,202	\$45,150
	4	\$55,462	\$52,454	\$50,230	\$45,837
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	6	\$57,917	\$54,541	\$52,178	\$47,210
4	7	\$59,142	\$55,585	\$53,096	\$47,896
	8	\$60,370	\$56,627	\$54,017	\$48,581
5	9	\$61,596	\$57,669	\$54,937	\$49,267
	10	\$62,824	\$58,713	\$55,857	\$49,816
6	11	\$64,052	\$59,757	\$56,779	\$50,364
	12	\$65,276	\$60,800	\$57,696	\$51,050
7	13	\$66,503	\$61,843	\$58,615	\$51,737
	14	\$67,731	\$62,886	\$59,535	\$52,424
8	15	\$68,960	\$63,930	\$60,455	\$53,111
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	17	\$70,597	\$65,319	\$61,683	\$54,026
9	18	\$71,415	\$66,014	\$62,298	\$54,482
	19	\$72,232	\$66,711	\$62,912	\$54,934
	20	\$73,049	\$67,408	\$63,525	\$55,384
10	21	\$73,866	\$68,104	\$64,139	\$55,835
	22	\$74,685	\$68,798	\$64,754	\$56,293
	23	\$75,503	\$69,492	\$65,367	\$56,750
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	26	\$77,654	\$71,520	\$67,312	\$58,542
12	27	\$78,318	\$72,186	\$67,979	\$59,207
	28	\$78,893	\$72,764	\$68,561	\$59,744
	29	\$79,468	\$73,341	\$69,145	\$60,279
13	30	\$80,043	\$73,919	\$69,727	\$60,815
	31	\$80,577	\$74,462	\$70,280	\$61,325
	32	\$81,110	\$75,004	\$70,831	\$61,837
14	33	\$81,645	\$75,546	\$71,384	\$62,347
PRIME D'ANCIENNETE/SENIORITY ADVANCEMENT: \$1,500					

APPENDIX 2: SCHEDULE OF RATES FOR EXTRA ACTIVITIES

SCHEDULE OF RATES FOR EXTRA ACTIVITIES

	CURRENT RATE
ASHBURY PICK UP & DROP OFF	14
MORNING DAYCARE (30 MIN. SESSION)	21
AFTERNOON DAYCARE (30 MIN. SESSION)	21
STUDY HALL (45 MIN.)	42
EXTRA CURRICULUM ACTIVITIES	52
AES SOCCER ADMINISTRATION	26
SOCCER COACHING	37
AES ASSISTANT	21
STUDENT CAMP & AES HELPER	13
CAMP DIRECTOR	52
CAMPS EXPERT - ASSISTANT	37
ORAL MOCK EXAMS	52
SATURDAY MOCK EXAMS MONITOR	26
SECONDARY SCHOOL MONITOR	16
PRIMARY SCHOOL MONITOR	21
PRIMARY SCHOOL SUBSTITUTE	42
TEACHING ASSISTANT SUBSTITUTE	21
SECONDARY SCHOOL SUBSTITUTE	52
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APPENDIX 3: SCHEDULE OF RATES FOR OVERNIGHT FIELD TRIP BONUSES

**SCHEDULE OF RATES FOR
OVERNIGHT FIELD TRIP BONUSES**


ACTIVITY	BONUS
Primary organizer of an overnight field trip	\$125 per night
Chaperon of an overnight field trip	\$75 per night

The provisions of the agreement have been approved by the respective parties.

For the LFSF

6/18/2015
Date


Peter Stevens, Board President


Philippe Legendre, Head of School

For the AFT/Association

06/18/15
Date


Razik Ikhlef, Association President


Zev Kvitky, CFT Field Representative



LYCÉE FRANÇAIS
DE SAN FRANCISCO

CHARTRE DU PERSONNEL

Personnel Charter

Effective September 1st, 2017

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Article 1. Preamble and Association Rights

PREAMBLE

1.1. Definition of Terms

This Personnel Charter ("Charter") is made between The Lycée Français de San Francisco ("Lycée"), a California non---profit corporation and the Association of the Personnel of the Lycée Français (Association La Perouse or "Association"), AFT, AFL---CIO. The Charter is the Collective Bargaining Agreement between the Lycée and the Association. Lycée recognizes the Association as the exclusive bargaining agent for all employees unless specifically excluded by the Charter.

1.2. History and Context

Founded by parents in 1967, the Lycée Français de San Francisco is a K---12 academic institution accredited by the State of California and the French Ministry of Education. The Lycée is a Lycée "conventionné" by the "Agence pour l'Enseignement Français à l'Etranger" (AEFE), an agency of the French Ministry of Foreign Affairs and the French Ministry of National Education. It belongs to a network of more than 400 Lycée Français worldwide.

1.3. Structure

The Lycée acts through a Board of Directors composed of elected parents, two elected members of the personnel, and other community leaders. Such elections should take place in June. Through an agreement with the AEFE, called the "convention," the Lycée's head of school, school directors and certain teachers are provided by and employed by the AEFE. The Head of School has the authority to make management and pedagogical decisions that are consistent with local law, the Lycée's "Convention" with the Agence pour l'Enseignement Français à l'Etranger, other Board mandates and the Lycée's mission.

1.4. Status of Association

The Association of Personnel is a registered California unincorporated nonprofit association, established in 1990, to represent exclusively the faculty and staff on matters relating to wages, benefits and other terms and conditions of employment.

ASSOCIATION RIGHTS

1.5. Authorized Representatives

Authorized representatives of the Association shall be permitted to transact official Association business concerning the enforcement and implementation of the collective bargaining agreement on the Lycée's property at reasonable times during regular working days with prior permission of the Head of School or his/her designee(s). Association representatives granted permission will not in any way disrupt the delivery of educational programs and will not interfere with unit members' production of work, or meet with them during working time (not including scheduled breaks). Such permission shall not be unreasonably withheld. Permission shall not be given to enter any classroom while class is in session.

1.6. Posting of Notices

Use of a bulletin board for posting association notices and materials shall be provided at each campus by the Lycée. The Association shall not post, nor authorize its members or those it represents to

post, any material anywhere within the work areas of Lycée's operations except as herein provided. If School buildings are materially altered or if work areas are relocated in a manner that prevents or impedes access to such bulletin board, the parties shall consult on a new location.

1.7. Space to Hold Meetings

Subject to prior arrangement, Lycée will provide an assigned room for Association meetings provided that such meetings shall not disrupt or impede educational programs or scheduled school events.

1.8. Use of School Mail

The Association shall have the right to use the School mailboxes, and other communications mediums subject to the communication policy of the School, for the dissemination of Association communications.

1.9. Right to Representation

Each teacher shall have the right to request an Association representative at any meeting with an administrator that has the purpose of disciplinary action and/or termination of the employee to the extent provided by law.

1.10. Personnel Files

The Lycée shall maintain only one official personnel file for each employee. It shall include all letters of reference, performance evaluations, memoranda and correspondence, which pertain to the employee's professional service and/or employment record. With the exception of letters of reference, written statements from teacher training institutions, colleges and universities and previous employers, employees may review, in the presence of the Director of Human Resources, or his/her designee(s), all materials in their own personnel files during normal business hours with advance notice.

1.11. Right to Information

The Employer will provide to the Association, upon request and by mutual agreement, such data as is necessary and reasonable to permit the Association to fulfill its responsibility as the collective bargaining agent of the employees covered by the Agreement.

1.12. Notice of Departure

When a member of the bargaining unit, for any reason, ceases to be employed by the Lycée, the Lycée shall notify the Association in writing.

1.13. Deduction for Association Dues

The Lycée agrees to deduct from paychecks issued to bargaining unit members who are members of the Association, the sums required by the Association as dues, fees and/or assessments and shall promptly forward to the Association electronically the monies collected. The Association shall provide the account to which the funds are to be sent. Association membership shall be verified by the employee's signature on a dues check-off form authorizing said deduction(s), which the Association shall obtain and provide a copy thereof to the Lycée. Such authorization shall remain in effect from year to year unless revoked in writing.

1.14. Process to Implement Agency Fees

The union may petition for a secret ballot election with regard to the imposition of service fees. An election petition must bear the signatures of at least 30 percent of represented employees. Once a

qualifying petition has been filed a neutral party, such as FMCS, shall be invited to administer the election. In the case that the union wins the election, the Charter shall be reopened to add any necessary implementing provisions.

1.15. Report of Fees Collected

In addition, for each pay period these deductions are made, the Lycée shall provide the association with an alphabetical listing of each employee from whose paycheck monies have been deducted and the amount of each deduction.

1.16. Indemnification Clause

The Association shall indemnify, defend, and hold the Lycée harmless from any and all claims, demands, suits, or other forms of liability arising from its compliance with this Section or the deduction of dues, fees and/or assessments as requested by the Association.

1.17. Consultation Rights

1.17.1. The parties hereto recognize the mutual advantages to be gained from collegial consultation regarding the academic objectives of the Lycee. Lycee will attempt to notify the Association prior to any changes in school policy that impact pedagogy, salaries, benefits, or working conditions, and which are not already an established right of the administration or within the purview of another committee on which faculty participate.

1.17.2. To the extent possible, the School will consider any suggestions or accommodations presented to it; provided, however, that nothing herein shall be construed so as to limit the right of the Lycee to exercise its managerial prerogatives in a manner not inconsistent with the terms of this Agreement.

1.17.3. To the extent possible, the Association will work with the administration to ensure that all committees and task forces are populated with teachers.

Article 2: Special Circumstances Relative to the Lycée

The hybrid nature of the Lycée as a California independent school that is "conventionné" to offer the French national educational curriculum makes the tasks of the teachers and of the administrative personnel different from those they might perform in a purely French or an American establishment.

As an independent school, the Lycée depends on at least maintaining its student enrollment. The best guarantee of continued employment, therefore, is thus the quality of the teaching provided and the various services proposed.

Beyond the service obligations of the teachers and the administrative personnel, emphasis is placed on their availability, their vitality, their rapport with the school community, and the essential role that they play in the cultural life of the Lycée. In this respect, participation in the life of the Lycée, including the preparation and supervision of various events and parties organized throughout the year is an important dimension of every employee's role within the establishment.

Finally, the personnel of the Lycée represent the institution and are considered and perceived as representatives of France in every respect, not only in terms of their savoir---faire in educational matters, but also their culture. Their acts and words are thus capable of taking on significance and of having a resonance that go beyond purely individual expression. This particular circumstance must motivate the French personnel to demonstrate openness towards and interest in the civilization and culture of the United States, their host country. It also entails a willingness on their part to participate in an intercultural dialogue in which differences are respected. Obviously, the same holds true for the American and other nationalities personnel *vis---a---* vis France. It is therefore essential that a close and thoughtful coordination exist between the teachings provided in French and in English.

Article 3: Categories and Classifications

3.1. Employment Categories

For the purposes of this Charter, employees of the Lycée are categorized as follows:

3.1.1. Regularly Employed Personnel

Regularly Employed Personnel (hereinafter called "Employees" or "Personnel") are all employees, other than Expatriates, Managers and supervisors, and on---call contingent staff excluded below, with current employment contracts from the Lycée. Personnel may be Teaching, Non---teaching or both, full time or part time. The Charter shall apply solely to this category and does not apply to the categories below.

3.1.2. Expatriates

Persons employed by the French Ministry of Foreign Affairs. The Charter does not apply to this category.

3.1.3. Managers and Supervisors

All management and supervisory positions, whether employed currently by the school or to be employed in the future, consistent with National Labor Relations Act (NLRA) Section 2 (II) and other relevant provisions of NLRA, some of which may be vacant or filled by Expatriate employees, and to which additional managerial positions may be added in the future as the need may arise. The Charter does not apply to this category.

3.1.4. On call and contingent staff

All day---to---day substitutes (teaching under 28 continuous days) or other on---call and contingent staff, including those teaching extra---curricular activities. This does not include Chartered employees who have extra duty assignments. The Charter does not apply to this category.

3.1.5. Individual Job Descriptions

Each employee shall be provided with an individual job description that specifies their job title, major duties, and responsibilities. Such descriptions will also be provided to the Association upon request. Each employee shall also be provided with documentation, which describe their normal work hours and work location.

3.2. Functional Classifications.

Teaching and Non---teaching categories of Personnel are subdivided into the following Functional Classifications. When an Employee performs functions across several classifications, his or her compensation and benefits shall be calculated pro rata to the actual hours worked in each classification.

FUNCTIONAL CLASSIFICATION TABLE: TEACHERS AND AIDS

Category Classification	Faculty Scale	Description
Teaching Personnel Secondary---S1	1	All teachers who are "agreges"
Secondary---S2	1 or 2	1 Secondary school teachers --- other than those in classifications S1, AT, ES, or PE --- who are "certifies," have a "doctorat 3ème cycle" degree, a Ph.D. DES, DEA, M.A., M.S., or clear CA credentials in subject taught P.E.G.C., or equivalent U.S. state credential.
		2 "adjoints d'enseignement," "License," B.A. or B.S.
Primary--- P	1 or 2	1 Elementary school teachers who have a CAP, vocational training certificate, CAPE, BA + credentials or other qualification recognized by the Head of School
		2 except those in classifications AT, ES or PE, BA
Assistant Teacher --- AT	4	Preschool Assistant teachers who have an early Childhood Education Diploma (12 units) and Kindergarten Assistant Teachers
Elementary English and Specialized Teachers ES	1 or 2	English and specialized teachers at the primary level or those teaching less than 50% of their hours at the secondary level, and art and music at the primary level.
		1: PhD or Master or BA + credentials
		2: BA
Physical Education, Secondary Art and Music Teachers --- PE	1 or 2	Physical education teachers at either the primary or secondary level and art and music teachers at the secondary level.
		1: PhD or Master or BA + credentials
		2: BA

FUNCTIONAL CLASSIFICATION TABLE: ADMINISTRATION AND SUPPORT STAFF

Category	Admin Scale	Description
Non---teaching personnel, Admin	1, 2 or 3	Including Administrative Assistants, Associates*, Receptionists with Assigned responsibilities, Bookkeeping, Registrar, Marketing/Communication assistants
		*Associate: at the moment of the promotion, the employee will be placed in the scale one at the step, at a minimum, that represents the equivalent at his salary prior to the promotion + 1 step.
Student Services	1, 2 or 3	Including school counseling services, librarian, Dean, and Assistant Deans
Support Staff	4	Secondary school monitors, Playground supervisors, drop---off/pick---up, daycare, lunchroom monitors
IT	3	Information technology assistance
Maintenance	4	Repair, cleaning and other maintenance of school properties
Clerical	4 or hourly	Non---skilled administrative support staff: filing clerks, light administrative duties
		4: if permanent position
		Hourly: if temporary assignment

Article 4. Employment Hours**4.1. Full Time Status**

Each employee must be under contract to work the number of weekly hours listed below to be considered a full time employee. When an employee performs functions in more than one classification, the hours that he or she works in each classification shall be divided by the hours for full time status in that same classification and summed to determine the employee's overall status as a full time or part time employee.

HOURS WORKED FOR FULL TIME STATUS BY FUNCTIONAL CLASSIFICATION:

Classification	Scheduled hrs/wk	Notes
Secondary S1	15	(4.1.1) (4.1.4)
Secondary S2	18	(4.1.1) (4.1.4)
Primary P	27	(4.1.2) (4.1.4)
Assistant Teachers --- AT	32.5	(4.1.4)
English and Specialized Teachers --- ES	21	(4.1.3) (4.1.4)
Physical Education, Secondary Art & Music Teachers --- PE	20	(4.1.3) (4.1.4)
Administration	35	(4.1.5)
Student Services	31	
Secondary School monitors	31	
Support Staff	32.5	(4.1.5)
IT	40	
Maintenance	40	

4.1.1. Exempt Status of Teaching Personnel

All teaching personnel (except Assistant Teachers) are exempt from the Fair Labor Standards Act and the California Wage Orders and are expected and required to provide the full range of professional responsibilities attendant to the teaching profession in exchange for their annual compensation and without expectation of additional pay, except as otherwise specified in this Charter.

4.1.2. Teaching vs. Other Duties

Hours are for classroom teaching time except as permitted in Section 4.2 below. Every work---hour not consisting of actual teaching (e.g. monitoring, library, administrative work, etc...)

shall be counted as equivalent to one half-hour of teaching.

4.1.3. Meetings included

Hours are for classroom teaching time and one hour of meeting for teacher councils and cycles meeting, except as permitted in Section 4.2 below. Hours may also include a maximum of one hour per week of collaborative work including, but not limited to, drop-off and pick-up and monitoring recess.

4.1.4. Other duties

Hours are for classroom teaching time except as permitted in Section 4.2 below and maximum of one hour per week of monitoring duties based on school's needs. For secondary school teachers, every work-hour not consisting of actual teaching (e.g. monitoring, library, administrative work, etc...) shall be counted as equivalent to one half-hour of teaching.

4.1.5. Pre and Post School Year Schedule

In addition to teaching hours, all Teaching personnel shall work an additional three workdays preceding the first day of class and one workday after the last day of class. All teachers in charge of exams shall remain on duty after the last day of school until the end of the exam period.

4.1.6. Option for Additional Hours

Support and administrative staff may elect, with the approval of management, to work additional hours beyond their scheduled hours described in the table above. Such additional hours shall be voluntary only. Compensation for such additional hours will be paid at a straight time rate up to forty (40) hours.

4.2. Substitution of teaching hours for non-teaching activities.

Teaching hours listed above may be used for certain non-teaching activities as listed below:

4.2.1. Homeroom Teachers

Homeroom teachers are credited one hour per week.

4.2.2. Department Heads

Department heads when the department consists of at least 3 full-time equivalent teachers are credited one hour per week per group of 3 full time equivalent teachers.

4.2.3. Coaching and Extra Curricular Sports

Full time physical education teachers are credited three hours per week for coaching and organizing mandatory extracurricular sports.

4.3. Additional service terms and obligations

4.3.1. Enforcement of internal regulations

All employees shall participate in enforcing the Lycée's internal rules and regulations. In general, employees shall monitor the behavior of the students while on school property and in the immediate vicinity and immediately report to the administration any observed deficiencies in the cleanliness and maintenance of the classrooms and buildings.

4.3.2. Supplemental services

All Teaching Personnel are expected to provide the following services without additional compensation.

4.3.2.1. Extra Meetings

Whenever their presence is appropriate, prepare for and participate in class councils, orientation sessions, disciplinary hearings and pedagogical meetings as organized from time to time.

4.3.2.2. Time with Parents

Participate in regularly organized parent---teacher meetings, arrange to see parents who request appointments, and do everything reasonably required to maintain a positive relationship with students and their families.

4.3.2.3. Class Preparation

Prepare lessons and class work, grade homework and tests, and all work normally associated with course preparation as is consistent with the Employee's job description and schedule that is determined by the requirements of their job classification.

4.3.3. Additional services

Teachers will be compensated for Excess Time for the following services with prior authorization from the Head of school as stipulated in 5.3.1:

4.3.3.1. Teachers working in primary and secondary

Teachers working at both the primary and secondary schools shall be compensated for one extra hour per month for attending additional meetings.

4.3.3.2. Compensation for parent---teacher meetings

Primary Teachers shall be compensated with one workday per year for parent---teacher meetings.

4.3.3.3. Compensation for Primary English Teachers

Primary school level English teachers shall be compensated with one half work day per year per class taught for parent / teacher meetings.

4.3.3.4. Compensation for French Standardized testing

Primary School Teachers shall be compensated with one work day to correct and prepare the National French evaluation tests.

4.3.3.5. Compensation for Substitute Teaching

Employees providing substitute teaching services shall be compensated at the hourly rate in the attached Schedule of Rates for Extra Activities or his/her hourly rate as calculated in 5.4.1, whichever hourly rate is greater. Substitute teaching services in excess of the full time weekly hours for the Employee's functional classification shall be compensated as overtime.

4.3.4. Services on multiple campuses

Teachers working on the Marin campus and either San Francisco campus during the same

day are entitled to additional compensation equal to ½ hour per week. Mileage for travel between any campus using the Employee's own car and required for the Employee to perform his or her job function shall be reimbursed as the actual miles driven X the current reimbursement rate published by the US General Services Administration (GSA). Bridge tolls shall be reimbursed at their actual cost paid

4.3.5. Extracurricular activities

All Teaching Personnel are expected to participate in extracurricular activities and study halls according to his or her skills and tastes. Teachers providing services for extracurricular activities, day camps, study halls, and paid class presentations ("interventions") shall be paid at the rates in a Schedule of Rates for Extra Activities provided by the Lycée in lieu of their normal salary. Hours worked on such extracurricular activities shall not be included in any calculation of whether an employee is full time, entitled to Overtime, additional benefits, vacation, or leave.

4.3.6. Professional Development

The Lycée Français de San Francisco considers the quality of its workforce as the single most important factor in the success of its students' education. As a learning organization, it fosters employee development and encourages trust and collaboration between all staff members.

4.3.6.1. General Professional Development Policy and Practice

Throughout employment, the school makes available to all employees on an equitable basis whatever resources it can provide for professional growth and development, both inside and outside the school. Each year, training courses, conferences or other opportunities to learn are offered based on criteria established by the Head of School that are respectful of the Employee's professional knowledge and decision-making capability.

4.3.6.2. Professional Development Committee

A Professional Development Committee shall be convened each year, including faculty and staff representing each department in addition to the Head of School. The committee will develop a list of training and development opportunities for faculty and staff, subject to approval by the Head of School, who will communicate them to the personnel. The objective of this process is to ensure that employees stay abreast of current developments in their field and are given the tools to uphold the highest standards consistent with their professional goals and responsibilities.

4.3.6.3. Opportunities for Professional Development

Each employee is entitled to participate in a professional development opportunity at least once every two years. Substitutes shall be provided where necessary to allow employees to participate in scheduled professional development opportunities.

4.3.6.4. Provision for training for ECE units

When Preschool Assistant Teachers do not have the necessary training in early education to perform their assigned duties, the Lycée will take responsibility for the costs of courses leading to this American diploma.

Article 5. Compensation

5.1. Salary Scale

The full time gross salaries or pro rata part time gross salaries of all Personnel shall be based on the schedule of gross annual salaries in the attached Salary Scale (Appendix 1) and subject to the conditions below. The schedule in Appendix 1 includes a 4% salary increase effective September 1, 2017.

5.1.1. Salary Placement by Functional Classification

Each employee's salary in the Salary Scale shall be determined by his or her functional classification (or the weighted average of several classifications), experience working in the same functional classification in equivalent academic establishment (for Teaching Personnel), and full time equivalent years working at the Lycée as determined at time of hiring by the Lycée.

5.1.2. Deviation from Scale

An employee's salary may deviate from the Salary Scale only with the mutual agreement of the Lycée and the Association.

5.1.3. Seniority Steps

Each category of the Salary Scale includes 33 seniority steps ("echelons") that increase an Employee's salary based on years of employment. Teaching Personnel arriving from France or another Lycée start in the same seniority step as they held in their previous position as of the date of employment with the Lycée. All Employees advance one seniority step for each school year they are employed.

5.1.4. Placement on Salary Scale

Non-teaching Employees in their first year of employment are placed on the first seniority step or the step best corresponding to any previous similar employment. Teaching personnel in their first year of employment are placed on a step corresponding to each year of full-time employment in a similar teaching position at an equivalent academic institution. Previous part-time employment equal or greater than $\frac{1}{2}$ time based on the Employee's classification shall be credited as one year of seniority for each two years of previous part-time employment. For employees currently employed and changing category, the salary is determined according to the institutional seniority if the individual does not have any experience outside the Lycée. 50% of institutional length of service will be taken to define the salary in the new category.

5.1.5. Seniority Advancement

Employees who have completed 24 months of employment at a minimum of $\frac{1}{2}$ of the full time hours for their classification shall receive a Seniority Advancement (previously called, "Seniority Bonus") in addition to their salary indicated in the Salary Scale beginning their 25th month of employment and each year thereafter as indicated in the Salary Scale. Eligible part time Employees shall be paid this Seniority Advancement pro rata to their hours worked as defined herein. Employees who were employed by the Lycée before February 28, 2001 shall continue to receive the same annual Seniority Advancement that was added to their salary on February 28, 2009. If the individual has two contracts with tenure in the position, he/she receives the seniority bonus identifying the institutional seniority. If an individual has two different contracts that cumulatively represents at least 50% of full time, hours are summed to determine the employee's overall hours, status and the seniority bonus is granted to recognize the institutional seniority.

5.2. Compensation for special assignments

Employees who provide services or special contributions to the school listed in the attached schedule of services shall be paid a bonus for the successful completion of the service equal to the amount indicated in the attached schedule of services.

5.3. Frequency and terms of compensation

Salaries, less government mandated or employee authorized withholdings, are paid in twelfths on the last workday of each month by check or direct deposit. A virtual or physical pay---slip shall accompany each monthly check or direct deposit.

5.4. Overtime

Employees shall be paid overtime wages as described herein. Employees who voluntarily elect to work additional hours as provided in section 4.1.5 shall not be eligible for overtime as described herein until they have worked forty (40) hours in a week. Weekly hours worked with the approval of the Head of school or the Employee's supervisor in excess of the full time weekly hours for the Employee's functional classification shall be considered Overtime and paid on an hourly basis *prorata* to the employee's gross annual salary, calculated as follows:

OVERTIME RATES

Classification	Short term contract	Long term contract	Temporary
Teaching Personnel	1.25 x Hourly Rate defined below		As noted in contract
Non---teaching Personnel	1.5 x Hourly Rate defined below		

5.4.1. Calculation of Hourly Rate

Hourly Rate = Gross annual salary for a full time position in the employee's classification and step in the salary scale, divided by 52, divided by the number of full---time working hours for that category from Section 4.1

5.4.2. Employees working under more than one functional classification

If an Employee works in more than one functional classification, his or her gross annual salary shall be the current salary and the number of full---time working hours shall be the weighted average of all classifications that correspond to his or her salary.

5.5. Compensation of Part---Time Employees

Employees working less than full time are paid based on their contracted hours + Excess Time actually worked as follows:

5.5.1. Basis of Calculation for Gross Annual Salary

Gross annual salary for a full time position in the employee's classification and step in the salary scale divided by the number of full---time working hours for that category from Section 4.1 x the weekly hours actually worked.

5.5.2. Employees working under more than one functional classification

If an employee works in more than one functional classification, his or her gross annual

salary shall be the current salary and the number of full---time working hours shall be the weighted average of all classifications that correspond to his or her salary.

5.5.3. Excess Time

Weekly hours worked with the approval of the Head of school or the Employee's supervisor in excess of the Employee's contracted hours but less than the full time weekly hours for the Employee's functional classification shall be considered Excess Time.

5.5.3.1. Conversion of Excess Time to Regular Duty

If an employee earns Excess Time for the same task for more than one month, his/her employment contract will be changed to integrate the Excess Time into his/her employment contract. The contract can be changed again to remove the Excess Time hours when they are no longer required. Excess Time is paid on an hourly basis pro rata to the employee's gross annual salary, calculated as follows: Excess Time hourly rate = Gross annual salary for a full time position in the employee's classification and step in the salary scale, divided by 52, divided by the number of full---time working hours for that category from Section 4.1.

Article 6. Leaves of Absence and Vacation

6.1. Holidays.

All Employees receive the following 10 days as paid time off for holidays:

HOLIDAYS:

Labor Day
Thanksgiving
Christmas Day
New Years Day
Martin Luther King Birthday
Presidents Day
Memorial Day
Independence Day
Two floating holidays to be determined by the school council (CE)

6.2. Vacation

Employees that are recruited during the course of the year or leave during the course of the year are entitled to vacation on a prorated basis with respect to the duration of their service.

6.2.1. Teaching Personnel

Teaching Personnel are entitled to vacation during all school breaks as established each year by the Lycée school calendar, taking into account the holidays in Section 6.1, and in compliance with local laws.

6.2.2. Student Services, Secondary School Monitors and Support Staff

Student Services, Secondary School Monitors and Support Staff remain on duty during the summer until 5 working days after the end of class until the end of the exam period and return 5 working days before the first day of class. They are entitled to take other school

breaks

6.2.3. Non---teaching Personnel

The calendar for vacation---time duties is established every year by the Head of school, and shall be based on the needs of each department as determined by the Director of the department taking into account the requests of the personnel. However, one week of vacation shall be taken during the school closure that occurs during the winter break.

6.2.3.1. Administrative Personnel hired Before July 1, 2015

Administrative Personnel hired before July 1, 2015, who have held a position for less than 2 years are entitled to seven (7) weeks of vacation taken pursuant to 6.2.3 above.

Administrative Personnel hired before July 1, 2015 who have held a position for 2 years or longer are entitled to nine (9) weeks of vacation taken pursuant to 6.2.3 above

6.2.3.2. IT and Maintenance Personnel and Administrative Personnel hired after July 1, 2015

IT and maintenance personnel and administrative personnel hired following ratification of this agreement, shall be entitled to vacation as provided below taken pursuant to 6.2.3 above.

WEEKS OF ANNUAL VACATION ACCRUAL

Upon completion of years of service	Weeks of Annual Vacation Accrual
0---2	3
3---5	4
6---9	5
10---14	6
15---19	7
20---24	8
25+	9

6.2.3.3. Vacation Bank

IT, maintenance and administrative beginning July 1, 2015 may accumulate up to six (6) weeks of vacation. There shall be no vacation bank for administrative staff hired before July 1, 2015.

6.3. Medical Leaves of Absence (Sick Days)

The Lycée complies with the Family and Medical Leave Act of 1993 and the California Family Rights Act.

6.3.1. Accrual of Paid Sick Days

Employees accrue paid days that can be used for medical leave monthly according to their status and contract as follows.

ACCRUAL OF PAID SICK DAYS

Classification: Employees with less than two years of service.	Employees with more than two years of service.	Temporary
0.75 days per month capped at maximum 18 days (see exceptions below)	1 days per month capped at maximum 30 days (see exceptions below)	As noted in contract

6.3.2. Medical Leave Days

Three medical leave days per year can be used for personal, non-medical, purposes. Personal days shall be approved in advance by the HOS or designee whenever possible.

6.3.3. Medical Leave for Part-Time Employees

Part time Employees accrue medical leave according to the schedule above X the contracted weekly hours divided by number of full-time working hours for the Employee's classification.

6.3.4. Employee's Salary during Medical Leave

If a portion of the Employee's salary during a Medical leave is paid by the disability insurance provider, the Lycée will only pay the Employee his or her salary less any compensation paid, up to the maximum amount of the medical leave available to the Employee pursuant to this section 6.3, after the Employee has received his/her disability payments.

6.3.5. Medical Certificates

A medical certificate is required for leaves exceeding two working days. A second medical opinion can be requested by the Lycée for leaves exceeding two working days.

6.4. Bereavement Leave

In the event of the death of a member of his/her immediate family member (as defined by FMLA) employees shall receive days off without loss of pay. Employees may receive up to three (3) days for domestic occurrences, and five (5) days for all other occurrences. Up to two (2) additional days of personal leave may be used in addition to bereavement leave.

6.5. Pregnancy Related Disability and Family Leaves

The Lycée complies with the California Family and Medical Leave Act of 1993 and the California Family Rights Act. In case of a Pregnancy Related disability, after having filled out the necessary forms, the Employee receives the allowances paid by the Disability insurance, the paid Family Leave insurance and other allowances. The Pregnancy Related disability corresponds to the date recorded on the medical certificate, without taking into account vacation time and holidays. Adoption leave corresponds to the date recorded on the adoption certificate, without taking into account vacation time and holidays and only applies to one employee parent. In instances where both parents are employees, and one qualifies for CFMLA as described above, the other employee parent may request up to six (6) weeks of unpaid leave for the purpose of caring for and bonding with the newborn or adopted child.

6.5.1. Complementary Allowances for employees less than 2 years

The Lycée pays Employees who have been employed for less than 2 years the complementary allowances maintaining their total salary for 6 weeks.

6.5.2. Complementary Allowances for employees more than 2 years

The Lycée pays Employees who have been employed for 2 years or longer complementary allowances maintaining their total salary for 12 weeks.

6.5.3. Partner Absence for Birth/Adoption

The partner is entitled to a leave of absence of 3 workdays to be counted from the date of birth or adoption of his/her child.

6.6. Exceptional absences.

An unpaid leave of absence can be granted on an exceptional basis by the Head of school (family reasons, examinations...). A written request must be submitted to him or her at the earliest possible time.

6.7. Unpaid leave of absence.

After seven years of full---time or full---time equivalent service, the Head of school can grant personnel who so desire a one year unpaid leave of absence for complementary training, professional development, or for personal reasons. In this case, the position is not vacated; it is filled by a substitute. According to the interest that the Lycée has in the project, following a recommendation from the Head of School and subject to approval by the Board of Directors, and provided that the interested party actually resumes his or her services in the school, an allowance may be paid to the interested party as compensation for his or her professional development.

6.8. Catastrophic Leave

Employees may transfer unused medical leave to another employee who has been medically certified to be suffering from a catastrophic illness (e.g. AIDS, cancer). Employees may not donate more than one half of their existing medical leave balances.

Article 7. Employee Benefits

The Personnel are entitled to employee benefits. For Personnel working part time, the employee benefits are calculated on a prorated basis with respect to the hours actually worked compared to the maximum working hours of that employee's category. Employee benefits consist of the following:

7.1. Insurance

7.1.1. Medical

Participation in the medical plan(s) proposed by the Lycée if working more than the minimum hours required by the plan provider.

7.1.2. Dental

Participation in the dental plan(s) proposed by the Lycée if working more than the minimum hours required by the plan provider.

7.1.3. Continuity of insurance

After permanent departure from the Lycée, and in conformity with the COBRA law, the employee can

continue to belong to the medical plan and the dental plan of the school for a period of 18 months or as stipulated by COBRA, provided that he or she pays the Lycée the cost of this coverage.

7.1.4. Nonparticipation in medical or dental plans of the Lycée

If the Employee does not wish to be covered by a medical or dental plan proposed by the Lycée, or does not meet the minimum hours required for coverage by the plan provider, he or she is entitled, upon presentation of an invoice from his/her insurance carrier, to a reimbursement of his/her premium up to the maximum premium amount charged by the Lycée's insurance provider for the same Employee, calculated on a prorated basis of the hours actually worked.

7.2. Retirement plan

7.2.1. Retirement Contributions for Local Employees

The Employee can, if he or she so desires, participate in the retirement plan offered by the school. The Lycée's contribution matches the employee's up to 5% after 2 years of seniority, 7% after 5 years, and 10% after 10 years.

7.2.2. Retirement Contributions for Detaches

After two years of employment, employees "Detaches" who contribute voluntarily to the French Civil Servant pension, may opt to participate or not in the retirement plan offered by the Lycée. If they do not opt to participate in the Lycée's plan and still continue contributing to the French Civil Servant plan, the Lycée will pay the Employee an amount equivalent to 75% of the Employee's contribution to the French Civil Servant pension. Detaches will have a one---time choice to avail themselves of this benefit in the year following the end of their 24 months in the Lycée.

7.3. Long---Term sick leaves

Affiliation with a "Long term Disability" plan proposed by the Lycée if working more than the minimum hours required by the plan provider

7.4. Tuition Remission

7.4.1. Entrance Fee and Tuition

If they so desire, the Personnel are entitled to a remission of the entrance fee and tuition costs for their child (children). The remission of the tuition costs and of the entrance fee is 80%, and 100% if he or *she has held* a position for 10 years.

7.4.2. Daycare

Daycare, if offered by the Lycée, is offered at no cost to the Employee's children who are currently enrolled at the Lycée while the Employee is on duty.

7.4.3. Camps

If a vacation camp is organized by the Lycée, the Personnel in service can register their children in it at no cost.

7.4.4. Tuition Remission Study

Lycée and the Association will jointly construct an anonymous survey to obtain any data necessary to assess financial need. Completion of the anonymous survey will be required of all employees currently receiving tuition remission.

7.4.5. Exclusions

Households with both an expat and a charter employee will not qualify for tuition remission. Households where one non---employee spouse is eligible for tuition for children through their employment will not be eligible for LFSF tuition remission. The impact of this requirement is not intended to cause an increase in the tuition cost required of staff currently receiving tuition remission above what they would receive if they were not eligible for other tuition sources.

7.4.6. Employees beginning in the 2017-2018 year

For employees hired on or after the start of the 2017-2018 year, tuition remission is granted on the condition that children of such employees be enrolled at the Sausalito campus. Transportation will be provided by the School at no cost to the employee.

Article 8. Employment Contracts

8.1. General Provisions

8.1.1. Hiring Process

The Employees of the Lycée are recruited by the Head of school after a review of the candidate's record and an interview, if possible.

8.1.2. Legal Costs

All fees and legal costs for temporary work visas as required to work at the Lycée are paid directly by the Lycée. Employees who resign before expiration of their visa paid by the Lycée must reimburse the Lycée for the cost of obtaining the visa on a prorated basis according to the time remaining until the visa's expiration.

8.1.3. Communicating Open Positions

The Lycée will bring all created, vacant, or potentially vacant, positions to the attention of the Personnel by means of posters and faculty and staff emails, together with a description of the nature of the position, the work conditions and the status.

8.1.4. Class Closures

If a class is closed, the teacher of that class will be given priority over other candidates for any similar available position offered by the Lycée, and for which he/she is qualified.

8.1.5. Change of Campus

In case of a request for a change of campus, priority will be given based on seniority in the school, not by campus, provided that the position is vacant.

8.1.6. Notice of Resignation

Employees are required to give at least six weeks advance notice of resignation.

8.2. Contract Offer

Before any employment contract can be offered, the Lycée must receive completed and approved documents as may be required by law. Subject to having received these documents, every person scheduled to work for the Lycée in excess of three hours per week (except as stipulated in 8.2.1 below) while school is in session shall receive an employment contract offer from the Lycée following time periods:

CONTRACT OFFER TIMETABLE

Classification and status	Receipt of initial contract
All classifications of Teaching Personnel	Offer letter on the first day of employment; contract within 15 working days
All classifications of substitute Teaching Personnel	Following 28 calendar days of continuous employment
All classifications of Non---teaching Personnel regularly scheduled to work more than three hours per week.	Following 90 calendar days of continuous employment

8.2.1. Reduction of Hours for Part---Time Employees

Part time employees with existing contracts, whose scheduled work hours are subsequently reduced to fewer than 3 hours per week, shall remain under contract.

8.3. Contract Form and Content

All contracts shall commence on September 1 or other date if Employee is hired during the school year and end on August 31 unless otherwise stipulated in a Temporary contract. The contract start date for Employees in their first year of employment that do not have the status of "detaché direct" shall be the first day that they report to work.

8.3.1. Reference to Charter

Contracts shall reference the Charter as their governing document for conditions of employment as well as state the employee's title(s), job description(s), compensation, status as full or part time, and hours scheduled to work per week if part time.

8.3.2. Form of Contract

The form of the contracts may be modified from time to time by the Lycée as may become necessary by changes in relevant law, regulations or school practices. No changes to the form of the contracts shall be made without the consent of the Association, which shall not unreasonably withhold its agreement to changes required to comply with law or intended to add clarity.

8.3.3. Signature

The Board President on behalf of the Lycée signs contracts. However, the Head of school pursuant to this Charter administers them.

8.4. Contract Types and Restrictions

Employment contracts shall have durations of one year or three year, or less if the Employee is hired during the school year, or a fixed duration, and it automatically renews or terminates according to the following restrictions.

8.4.1. Probationary period

For all non---teaching positions, the first 90---days of the first year contract will be considered probationary

CONTRACT DURATION TABLE

Contract Duration	Use Restrictions	Renewal/termination
Temporary (a specific term is defined in the contract)	Only for Employees providing services with a known, or reasonably assumed to be limited, duration, including, but not limited to, substitute teachers, teachers offering short duration programs in SAT prep, English or French as Second Languages, U.S. Math, art, music and foreign languages, clerical staff for data entry projects and support staff. Multiple temporary contracts cannot be given to the same employee as a means to avoid a Short or Long term contract.	Expires automatically upon date stipulated in the contract. There is no obligation for renewal or conversion to another type of contract.
First Year Short Term contract (12 months or fewer if Employee hired during the school year)	Offered during the Employee's first year of employment or following expiration of a Temporary contract.	Renews automatically after first year unless notice of a non---renewal is given pursuant to Section 8.5. Cannot be renewed more than one time:
Second Year Short Term contract	Offered during the Employee's second year of employment following expiration of First Year Short term contract and indefinitely for IT and Maintenance Employees.	Renews automatically for Admin, IT and Maintenance Employees and leads to an offer of a three year contract for all other Employees unless notice of non---renewal is given pursuant to Section 8.5.
Long Term (36 months or fewer if Employee hired during the school year)	Must be offered to all Employees except IT/Maintenance personnel beginning their third year of continuous employment and for as long as they remain continuously employed by the Lycée.	Renews automatically for periods of three years unless notice of a non---renewal is given pursuant to Section 8.5. Can be renewed indefinitely.

8.5. Contract Renewal. Non---renewal or Modification

Before the close of the last business day of February, the Lycée shall give to each Employee in the final year of his or her contract a notification of the Lycée's intent to renew, not re---new, or modify his or her current contract, or offer a new contract. The Employee shall accept the contract or modification by returning a signed copy to the Head of school by March 15 (to align with French detachment protocol) or the proposed contract shall be considered refused by the Employee and void.

8.5.1. Letter or Intent to Continue Relationship

Employees entering year two or three of a three---year contract term will receive a letter of intent to continue relationship before the close of the last business day of February to be

returned duly signed on or before March 15.

8.5.2. Modifications to Current Contracts

The following modifications can be made to a current contract without changing any other condition except that which is modified.

8.5.2.1. Change of Hours for Part---Time Employees

Add or subtract up to three hours to or from the weekly work---load included in the first Long Term contract of any part time Employee.

8.5.2.2. Change of Class

Change the class or teaching assignment in whole or in part.

8.5.2.3. Change of Job Description

Change in job description to a similar position for Non---teaching personnel.

8.5.2.4. Class Closures

If a class is closed or service eliminated, class or service assignment changes will be discussed in the "*conseil des maitres*". If no other similar class or service is available, the Administration can offer a Teacher an assignment in a different job classification with his or her same salary step and the salary category associated with that proposed job. In case of a dispute between two Teachers over the new assignment, the Teacher with greater seniority will be given priority over the Teacher with less total seniority at the Lycée.

8.5.2.5. Priority given on reinstatement

When the closed classes or eliminated services are reinstated by the Lycée, the reassigned employed shall be offered the first priority to return to his/her last position with the same level of compensation and seniority

8.5.3. Automatic Renewal

If the Lycée does not give notification of non---renewal before the last business day of February to an Employee with a First Year Short Term contract or the third year of a Long Term contract, the contract shall automatically renew for one year or three years respectively.

8.5.4. Notice of Non---Renewal

A notice of non---renewal of Long Term contract must be preceded by at least one warning meeting with the Head of school at which the employee shall be given written notice of the reasons, documented through evaluations in case non---renewal is due to performance problems, which may result in the non---renewal of his or her contract or the notice of non---renewal shall be invalid, and a new or renewed Long Term contract shall be offered to the Employee.

8.5.5. Modifications

Any contract can also be modified pursuant to 8.5.2 during its term with the mutual agreement of the Lycée and the Employee.

8.6. Performance Evaluations

Employees are expected to demonstrate a high level of professional competence and to conduct themselves in every respect so as to convey the best possible image of the Lycée. These factors are considered in the Employee's evaluation. They are expected to perform all of the obligations and standard of care required of their function. During the term of this agreement the parties shall form a committee to review the current evaluation process.

8.6.1. First Year of Employment

In the first year of employment, a debriefing meeting is held by the employee's supervisor before the end of the first trimester and followed by regular individual or group meetings as needed until the end of the first year to ensure that faculty and staff members new to the school receive orientation and support sufficient for them to work efficiently and with confidence that they are carrying out the educational mission, policies, and procedures of the school. When necessary, goals for improvement are developed mutually by the employee and supervisor.

8.6.1.1. Second Year

During the second year of employment, a formal evaluation will be conducted during the first trimester second evaluation followed by regular or group meetings as needed.

8.6.2. Support of Employees to Avoid Termination

If the future employment of an Employee with a Long Term contract or in the second year of a Short Term contract is in question, the supervisor devotes sufficient attention and resources to ensure that the situation is resolved or that the faculty member's departure from the school is handled with attention to due process and the dignity of the individual.

8.6.3. Rate of Formal Evaluations

All Teaching personnel with Long term contracts shall receive at least one formal evaluation every two years by the Head of school and/or the Employee's supervisor, and all Non--- teaching personnel should receive one formal evaluation every year by his or her supervisor. The evaluation criteria may vary according to the Employee's function, and is to conform to the evaluation sheets agreed to by the administration and the Association, but shall be consistent with their job description. The Head of School and/or supervisor preparing the evaluation shall meet with the Employee to discuss its findings and provide a written copy to be signed by the Employee for the sole purpose of acknowledging receipt.

8.6.4. Inspections for French Civil Servants

Employees who are French civil servants are also subject to inspections by the French Ministry of National Education and are graded according to criteria established by the Ministry. They are required to respect the hierarchy in all of their dealings with this Ministry, i.e. the Directors, the Deputy Head of School, the Head of school, the Cultural Attaché to San Francisco, the Cultural Council for to the United States, the Agency for French Education Abroad (AEFE), and the French Ministry of National Education.

8.6.5. Volunteer Peer Observation

Employees may request to have a volunteer peer observe the evaluation meeting.

8.7. Employee Files.

The Lycée shall maintain a file for each Employee containing all Employee evaluations and --- for French civil servants --- inspection reports or other evaluations prepared by the French Ministry of National Education prepared during the employee's tenure with the Lycée, as well as any other document that the Head of school deems relevant to the evaluation of the Employee

8.7.1. Notification to Association of Adverse Actions

The Lycée shall notify the Employee, with a copy of such notification sent to the Association, within 10 business days of placing any item of an adverse nature into their file, or the document that was added or removed from the file cannot be used by the Lycée as a cause for non---renewal of a Long Term contract. The Employee can sign the document for the sole purpose of verifying that it has been brought to his or her attention.

8.7.2. Right to Review File

The Employee at any mutually agreed upon time during normal business hours can review his or her entire file except those portions that may be excluded by law. Upon a 24h request, the Lycée shall provide to the Employee a photocopy of any element in the file, except those elements that may be excluded by law.

8.7.3. Right to Annotate Documents

The Employee can annotate any document on a separate paper with his or her comments and these annotations shall be maintained with the file.

8.8. Termination or Suspension of Contract

8.8.1. Right to Terminate

Upon the recommendation of the Head of school to the President of the Board of Directors, after consultation with the elected representatives of the personnel, the Lycée can terminate or suspend a current contract for reasons of serious professional misconduct or infringement of the law.

8.8.2. Written Notice of Termination to Employee

The Head of school is to inform the employee of his or her termination or suspension by written notice, specifying the date on which it takes effect and the reasons, which motivated the decision. In the case of suspension, the notice will include measures required to re---instate the contract.

8.9. Arbitration in Case of Disputes.

In case of a dispute regarding the meaning, interpretation or application of the provisions contained in the employment contract and in this Charter, everything will be done to bring about an expeditious and amicable resolution.

8.9.1. Recourse to Head of School

As a first step, the Head of school is in charge of resolving the dispute with the interested party, who can be accompanied by the representatives of the personnel and one other person of his/her choice, who is a member of the Lycée's personnel

8.9.2. Recourse to President

If this procedure is not successful, the President is to render a decision after having received the recommendation of an advisory committee composed of the Head of school, another member of the Board of Directors to be chosen by the President, the Employee and the representatives of the personnel. If the dispute persists, arbitration is mandatory pursuant to the rules of the "California State Mediation and Conciliation Service," whose jurisdiction will be exclusive and whose decision will be final.

Article 9. Annual Discussions

9.1. Delegates for Personnel

The Personnel shall elect up to five delegates responsible for representing them in the negotiation of any modification of the overall compensation for the following year.

9.2. Schedule for Negotiations

The negotiations are to take place according to a schedule jointly decided upon and which, to the fullest extent possible, should allow for an agreement to be reached before the Board of Directors renders a final decision by the end of February.

9.3. Meetings with Head of School

Regardless of these annual discussions, the representatives of the Employees and the delegates can request to meet with the Head of school during the school year to discuss any question relating to the personnel.

9.4. Designation of Representative when School is not in Session

In the spring of each year, each party will designate a representative to address personnel issues that may arise when school is not in session.

Article 10. Date of Application and Future Revisions

10.1. Term

This charter is effective from September 1st, 2017 through August 31st, 2019, and shall automatically renew from year to year thereafter unless negotiations have been requested at least three (3) months prior to its expiration. The parties agree to re-open negotiations during the 2017-2018 school year on Compensation for 2018-2019 (Article 5), the topic of Discipline, and up to two (2) additional topics of each party's choosing.

10.2. Revisions

The Charter may be revised, in the context of a bilateral agreement between the Association and the Board using the same delegate structure as section 9.1.

APPENDIX 1: FACULTY SALARY SCALE

GRILLE DES SALAIRES SALARY SCALE

Echelons France	Steps	Agrégés Certifiés Prof Ecoles PHD / MA	QE---PEGC Licence Instituteurs BA/BS	Assistants Techniciens	Assist Maternel. Teacher's Assistants
		Grille 1	Grille 2	Grille 3	Grille 4
1	1	\$53,853	\$51,299	\$49,475	\$45,526
	2	\$55,128	\$52,384	\$50,322	\$46,240
2	3	\$56,404	\$53,467	\$51,170	\$46,956
	4	\$57,680	\$54,552	\$52,239	\$47,670
3	5	\$58,958	\$55,636	\$53,308	\$48,384
	6	\$60,234	\$56,723	\$54,265	\$49,098
4	7	\$61,508	\$57,808	\$55,220	\$49,812
	8	\$62,785	\$58,892	\$56,178	\$50,524
5	9	\$64,060	\$59,976	\$57,134	\$51,238
	10	\$65,337	\$61,062	\$58,091	\$51,809
6	11	\$66,614	\$62,147	\$59,050	\$52,379
	12	\$67,887	\$63,232	\$60,004	\$53,092
7	13	\$69,163	\$64,317	\$60,960	\$53,806
	14	\$70,440	\$65,401	\$61,916	\$54,521
8	15	\$71,718	\$66,487	\$62,873	\$55,235
	16	\$72,569	\$67,209	\$63,513	\$55,711
	17	\$73,421	\$67,932	\$64,150	\$56,187
9	18	\$74,272	\$68,655	\$64,790	\$56,661
	19	\$75,121	\$69,379	\$65,428	\$57,131
	20	\$75,971	\$70,104	\$66,066	\$57,599
10	21	\$76,821	\$70,828	\$66,705	\$58,068
	22	\$77,672	\$71,550	\$67,344	\$58,545
	23	\$78,523	\$72,272	\$67,982	\$59,020
11	24	\$79,375	\$72,993	\$68,620	\$59,497
	25	\$80,068	\$73,687	\$69,313	\$60,191
	26	\$80,760	\$74,381	\$70,004	\$60,884
12	27	\$81,451	\$75,073	\$70,698	\$61,575
	28	\$82,049	\$75,675	\$71,303	\$62,134
	29	\$82,647	\$76,275	\$71,911	\$62,690
13	30	\$83,245	\$76,876	\$72,516	\$63,248
	31	\$83,800	\$77,440	\$73,091	\$63,778
	32	\$84,354	\$78,004	\$73,664	\$64,310
14	33	\$84,911	\$78,568	\$74,239	\$64,841
PRIME D'ANCIENNETE/SENIORITY ADVANCEMENT: \$1,500					

APPENDIX 1: ADMINISTRATIVE SALARY SCALE

GRILLE DES SALAIRES ADMINISTRATIVE
ADMINISTRATIVE SALARY SCALE

Echelons France	Steps	Agrégés Certifiés Prof Ecoles PHD / MA	QE---PEGC Licence Instituteurs BA/BS	Assistants Techniciens	Assist Maternel. Teacher's Assistants
		Grille 1	Grille 2	Grille 3	Grille 4
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14	33	\$84,911	\$78,568	\$74,239	\$64,841
PRIME D'ANCIENNETE/SENIORITY ADVANCEMENT: \$1,500					

APPENDIX 2: SCHEDULE OF RATES FOR EXTRA ACTIVITIES

SCHEDULE OF RATES FOR EXTRA ACTIVITIES

	CURRENT RATE
ASHBURY PICK UP & DROP OFF	14
MORNING DAYCARE (30 MIN. SESSION)	21
AFTERNOON DAYCARE (30 MIN. SESSION)	21
STUDY HALL (45 MIN.)	42
EXTRA CURRICULUM ACTIVITIES	52
AES SOCCER ADMINISTRATION	26
SOCCER COACHING	37
AES ASSISTANT	21
STUDENT CAMP & AES HELPER	13
CAMP DIRECTOR	52
CAMP EXPERT---ASSISTANT	37
ORAL MOCK EXAMS	52
SATURDAY MOCK EXAMS MONITOR	26
SECONDARY SCHOOL MONITOR (60 min)	21
PRIMARY SCHOOL MONITOR	21
PRIMARY SCHOOL SUBSTITUTE	42
TEACHING ASSISTANT SUBSTITUTE	21
SECONDARY SCHOOL SUBSTITUTE	52
NEW APPLICANT EVALUATION (60 min)	52

APPENDIX 3: SCHEDULE OF RATES FOR OVERNIGHT FIELD TRIP BONUSES

**SCHEDULE OF RATES FOR
OVERNIGHT FIELD TRIP BONUSES**

ACTIVITY	BONUS
Primary organizer of an overnight field trip	\$125 per night
Chaperon of an overnight field trip	\$75 per night

APPENDIX 4: SIDELETTER – HIRING COMMITTEE

A hiring committee shall be comprised of the Head of School, either Primary School Director or Deputy Head of School, and up to two staff employees appointed by the Union based on their subject matter expertise in relation to the specific position. The hiring committee will be responsible for screening each application and for ranking the candidates solely with respect to positions falling within the Charter. The Head of School or designee is responsible for conducting interviews and making final decisions regarding hiring.

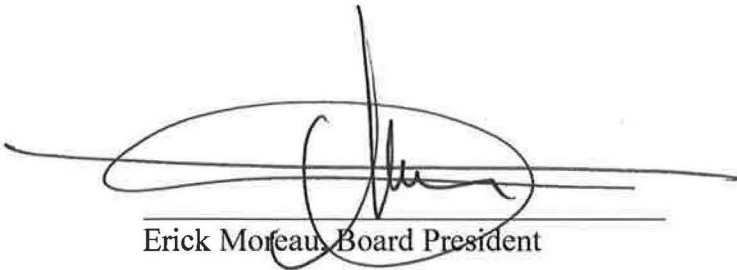
APPENDIX 5: SIDELETTER – COMPENSATION


If school enrollment has reached a total of one thousand (1,000) students as calculated on either September 1, 2017 or November 15, 2017, all employees will receive an additional one-time bonus equal to 0.5% of annual salary to be paid prior to December 31, 2017.

The provisions of the agreement have been approved by the respective parties.

For the LFSF

June 7, 2017
Date



Erick Moreau, Board President


Philippe Legendre, Head of School

For the AFT/Association

June 1, 2017
Date


Valerie Naderovique, Association President


Zev Kvitky, CFT Field Representative

JOHNSON SCHACHTER & LEWIS
A PROFESSIONAL LAW CORPORATION
1545 RIVER PARK DRIVE, SUITE 204
SACRAMENTO, CA 95815
TELEPHONE: (916) 921-5800 / FACSIMILE: (916) 921-0247

PROOF OF SERVICE

CASE NAME: Saby v. Lycée Francais de San Francisco
CASE NO.: CGC-22-601232

I am employed in the County of Sacramento. I am over the age of eighteen years and not a party to the within above-entitled action. My business address is 1545 River Park Drive, Suite 204, Sacramento, CA 95815.

I am familiar with this office's practice whereby the mail is sealed, given the appropriate postage and placed in a designated mail collection area. Each day's mail is collected and deposited in a United States mailbox after the close of each day's business.

On the date set forth below, I served the following: **DECLARATION OF CLORIS HENRY IN SUPPORT OF NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(a) (FEDERAL QUESTION)**

X United States Mail - on all parties in said action by placing a true copy of the above described document(s) enclosed in a sealed envelope in the designated area for outgoing mail addressed as set forth below.

Attorneys for Plaintiff:
Daniel J. Cravens, Esq.
Cravens & Associates
789 East Wood Duck Circle
Fresno, CA 93730
(559) 421-9380
FAX (855) 273-3797
E-mail: dcravens@CravensAssociates.com

X FEDERAL: I declare that I am employed in the office of a member of the bar of this Court at whose direction service was made.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on September 21, 2022 at Sacramento, California.

MONICA SOTELO